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## The Solicitors' Journal and Reporter.

LONDON, JUNE 21, 1890.

## CURRENT TOPICS.

WE PRESUME that, after the announcement made by Mr. W. H. SMITH this week, we may regard the Land Transfer Bill as finally abandoned. The fact that there never was any demand for it is best shown by the utter indifference with which its non-appearance this session has been treated. Even the officials of the Building Societies Association appear to have forgotten to inquire about it, or to utter a plaintive wail over its disappearance.

WE ARE GLAD to learn, on the highest authority, from a letter which we publish elsewhere, that the intention of the framers of the Trustee Act, 1889, was to extend its protection to directors, but is it not a curious commentary on the clearness, or want of clearness, with which this intention was expressed, that in the case of *The Lea Bridge Tramway Co.*, to which we referred last week, the directors should have preferred to pay a quarter of the sum misapplied and their own costs rather than rely on a statute which, although drafted with such care, had not yet been judicially construed? We have already (33 SOLICITORS' JOURNAL, 212) suggested another apparent want of definiteness of expression in the Act, where, in section 8 (b), the limitation is imposed on actions "to recover money or other property" rather than on actions *in respect of a breach of trust*. It is to be hoped that in practice the two expressions will be found to have the same effect.

AN APPLICATION was made last week to the Court of Appeal to withdraw an appeal standing in the list for the day upon a consent by the party applying to pay all costs up to date incurred by the other side. The officer of the court had declined to strike the case out of the list. No reason was given why the case should not come on for hearing, except that briefs did not appear to have been delivered, and the parties wished to retain their right to enter the appeal any time within the year allowed. The other side did not object so long as they were not damned in any way. Lord ESHER, however, pointed out that by R. S. C., ord. 58, r. 8, the officer having set down the appeal by entering it in the proper list, "it shall come on to be heard according to its order in such list, unless the Court of Appeal or a judge thereof shall otherwise direct." No provision is made for the withdrawal of a case, even by consent, from the Appeal Court's list without such direction from a court or judge. A written consent signed by both parties and handed to the officer of the court is, of course, all that is necessary to obtain the withdrawal of the record at *Nisi Prius*. There appears to be no such course open to those who have once had their notice of appeal filed. Counsel, in the present instance, subsequently obtained leave to withdraw his notice of appeal, but was warned by the court that he must take his own risk in exercising the right he claimed of setting down a fresh notice of appeal within the year. It should be noted, with regard to this last point, that in *Norton v. London and*

*North-Western Railway Co.* (11 Ch. D. 120) JESSEL, M.R., said, "There is nothing in the Act of Parliament to prevent a party's giving a second notice within the time allowed for appealing." And JAMES, L.J., said, "I think there is nothing to prevent a party from giving notice of appeal as often as he pleases. If he did so vexatiously we should know what to do; but, when a blunder has been made, why should he not be allowed to correct it?" And afterwards JESSEL, M.R., said, "If an appeal is not entered, the court treats it as an abandoned motion. That implies that the appellant can abandon it, and when a motion is abandoned a fresh notice can be given."

"THIS COUNTY PALATINE," says Lord COKE, speaking of Lancaster (4 Inst. 211), "was the youngest brother, and yet best beloved of all other, for it had more honours, manors, and lands annexed unto it than any of the rest." The pre-eminence thus of old enjoyed by the county has attended its Court of Chancery in modern times. While Durham has only just been restored to activity, Lancaster had its procedure improved, and its jurisdiction extended, forty years ago, and by a Bill recently introduced by the Lord Chancellor it is designed to place it in all respects on a level with the Chancery Division of the High Court. Under the summary jurisdiction section (s. 11) of the Court of Chancery of Lancaster Act, 1850, all the summary jurisdiction then present or future of the High Court of Chancery was conferred upon it. But in 1875 this court ceased to exist, and, as regards all powers conferred on the High Court of Justice since that time, the Lancaster Chancery Court gains no jurisdiction unless expressly included. In general, of course, it is expressly included, as by section 44 of the Settled Estates Act, 1877, section 69 (9) of the Conveyancing Act, 1881, and section 46 (8) of the Settled Land Act, 1882. But no such provision was made by the Patents Act, 1883, and although the Vice-Chancellor of Lancaster has assumed to have power under it, yet it has been held that this is not so (*Proctor v. Bailey*, 42 Ch. D. 390), and the opinion is confirmed by the Patents Act, 1888, which, by section 26, specially confers jurisdiction on the Lancaster Court with regard to trade-marks the registration whereof is applied for in the Manchester Office. But this restriction, as well as all other restrictions and doubts, will be removed if the present Bill becomes law. This provides, in clause 3, for the general exercise by the Lancaster Chancery Court, as regards all persons, bodies corporate, and property within or becoming subject to its jurisdiction, of the same powers and jurisdiction as the Chancery Division of the High Court, whether now existing or hereafter to be conferred; and, by clause 4, the Court of Appeal is put in the same position with regard to the Lancaster Court as it holds now with regard to the High Court. Clause 6, the last clause in the short Bill, provides that rules of practice shall be subject to the approval of the authority empowered to make rules for the Supreme Court, and not to the approval of a Lord Justice of Appeal, as required by section 6 of the Court of Chancery of Lancaster Act, 1854.

MR. JUSTICE CHITTY, whose acuteness and skill in construing obscure provisions, whether made by testators or by Parliament, are universally recognized, and who, if we may be permitted to say so, never willingly divorces law from common sense, is reported to have remarked on the will before him in a case of *Re Sir Robert Loder, Deceased*, that "the will was a formal document, skillfully and carefully drawn; in other words, it was what was called a conveyancer's will. The court, therefore, was not at liberty to deal with its terms with a free hand." We do not find an explanation in the judgment of the meaning intended to be attached to the distinction thus drawn, but we think we can supply it. In one obvious respect the hand of the court is less free. It can have little notion of the testator's actual intention. There is no doubt something ludicrous in the spectacle of a court busying itself anxiously with the investigation of phrases and provisions in a "conveyancer's will" in order to elicit the exact intention of the testator. The probability is that the testator did not understand the meaning or precise effect of a considerable part of the testamentary instrument constructed for him. In a large number of cases the observation of the Judicial Committee in *Rhodes v. Rhodes* (7

App. Cas., at p. 199), that "it is impossible to suppose that the testator had an intelligent appreciation of the effect of these words at all," would be strictly appropriate. But this is not what Mr. Justice CHITTY meant; the actual intention of the testator is of small moment in the construction of his will. In reality, the absurdity above referred to lies in saying that the court is in search of the testator's intention. It is not in search of that at all; it is, indeed, precluded from obtaining extraneous information as to that. It is in search only of the intention shewn in the written document, either prepared by the testator or prepared for him, called his "will," but which, as the late Mr. HAYES remarked, often rather exhibits the mind of the framer than the will of the testator. And according to *Rhodes v. Rhodes* (7 App. Cas. 192, 199) "there is no difference between the words which a testator himself uses in drawing up his will, and the words which are *bond fide* used by one whom he trusts to draw it up for him. In either case there is a great risk that words may be used that do not express the intention. There probably are very few wills in which it might not be contended that words have been so used. However this may be, the court which has to construe the will must take the words as they find them." It is possible that this means no more than that you cannot strike out provisions in a will made for a testator although they may have been introduced without reason or special instructions. If it means that the court is practically to deal with the construction of all wills on exactly the same footing, we venture to think that such a rule is opposed to common sense. There must necessarily be a difference in the mode of dealing with an informal will and a professionally-prepared will. Are you to "take words as you find them," whether they are used in a will obviously made for a testator by the village parson or schoolmaster, "the collector or inheritor of exploded forms and phrases," or in a "conveyancer's will"? Can you possibly treat in the same way the provisions of an illiterate testator and the provisions of a will carefully prepared by professional hands? It seems to us that the phrase "dealing with a free hand," used by the learned judge in the recent case, expresses very well the practical difference in the attitude of the judicial interpreter in the two cases.

ON WEDNESDAY the Court of Appeal affirmed (though not on precisely the same grounds) the decision of Mr. Justice NORTH in *Re Palmer* (*ante*, p. 474), on which we commented *ante*, p. 483. The first question was whether an agreement by an intending mortgagor to pay a solicitor a lump sum for the costs (including those of the mortgagee) of a proposed mortgage was an agreement between a solicitor and his client, for the remuneration of the former, within the meaning of section 8 of the Solicitors' Remuneration Act, 1881. It was contended that it was not, as regarded the costs of the mortgagee, an agreement within the Act, because the mortgagee's solicitor is not the "client" of the mortgagor, though the mortgagor is liable to pay the mortgagee's costs of the mortgage, and the mortgagor has no authority to retain a solicitor for the mortgagee. Mr. Justice NORTH held that the agreement in question was an authority to the solicitor, based on the supposition that the mortgagee would be content that the same solicitor should act for him, to incur the costs for him, and an undertaking to pay them, and therefore it was an agreement within the Act. The Court of Appeal held that the mortgagor had "retained or employed" the solicitor as his solicitor, though the remuneration which he agreed to pay him was partly in respect of business as to which the solicitor was not employed for the mortgagor, and consequently the mortgagor came within the word "client" as defined by section 3 of the Act. Lord Justice FRY pointed out that, if the mortgagor were not a "client," the result was that there would be nothing to prevent the solicitor entering into any agreement whatever with him as to his remuneration. The other question was, whether, notwithstanding an agreement under the Act, the client was entitled to an order for taxation. Sub-section 4 of section 8 provides that "the agreement may be sued and recovered on, or impeached and set aside, in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor; and if, under any order for taxation of costs, such agreement, being relied upon by the solicitor, shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts and certify the same to the court, and if, upon such



certificate, it shall appear to the court or judge that just cause has been shewn, either for cancelling the agreement, or for reducing the amount payable under the same, the court or judge shall have power to order such cancellation or reduction." Mr. Justice NORTH held that, though such an agreement could be impeached under an order for taxation, there was no power to make an order for taxation merely for the purpose of impeaching the agreement. The Court of Appeal affirmed the refusal to direct a taxation, simply on the ground that the client had not filed any evidence impeaching the fairness of the agreement, and there was, therefore, no *prima facie* case of unfairness. But the language used by Lord Justice CORON, who alone gave reasons for his decision, seems to imply that, if a *prima facie* case for impeaching the agreement had been shewn by the client, the court would have had power to make an order for taxation in order that he might impeach the agreement.

A LETTER which we print elsewhere raises the question of the power of the registrar of a county court to disallow on taxation the fees which the successful party, on taking up the award, has paid to an arbitrator on a reference by consent, we presume under section 104 of the County Courts Act, 1888; and we shall be glad to have the views of our readers on the point, having regard to section 118 of the Act. As to the general power to review on taxation an arbitrator's fees, there appears for a long time to have been no doubt, and the books contain numerous examples of its exercise. In *Fitzgerald v. Graves* (5 Taunt. 342) HEATH, J., pointed out the unreasonableness of allowing the arbitrator to fix what amount should be paid to himself without any control, and strongly objected to the suggestion that the charge could not be examined. So, too, in *Threlfall v. Fanshawe* (19 L. J. Q. B. 334) it was considered that the party who was ultimately called upon to pay the arbitrator's fees could have them reviewed, though this was not necessarily a matter of course, and possibly an order might have to be got for the purpose. More recently the idea that such an order might be required has dropped, and the masters of the Queen's Bench Division have exercised full authority in the matter. This was recognized in *Webb v. Wyatt* (3 Jur. N. S. 496), where the court thought that the master, who had reduced the charge from £43 to £33, had not gone far enough, and POLLOCK, C.B., remarked that, unless arbitrators were reasonable in their charges, the evils of arbitration would be greater than those of litigation. In *Sinclair v. Great Eastern Railway Co.* (L. R. 5 C. P. 135), where there was an award in favour of the plaintiff for £28,850, the fee charged by, and paid to, the arbitrator was £554, and of this only £340 was allowed on taxation. Of course all these are cases in which the arbitrator's fee has been paid by the party taking up the award, and the question of its reasonableness has been subsequently raised on taxation between the parties. The burden of disputing the amount in the first instance falls, of course, on the party taking up the award, and he too is the one to lose the sum disallowed on taxation if he cannot get it repaid by the arbitrator. In *Brasier v. Bryant* (2 Dowl. 600) the amount was reduced from £87 to £35, and the arbitrator was directed to repay the difference, but he does not appear to have done so. The party who has paid him is not, however, without legal redress. The arbitrator can detain the award till his fee is paid, but this by no means settles the matter, and in *Fernley v. Branson* (20 L. J. N. S. 178) it was held that the party can recover the excess beyond what a jury may regard as reasonable compensation in an action for money had and received to his use. This was referred to also in *Barnes v. Hayward* (1 H. & N. 742) as the proper course to be pursued where a party on taking up the award pays an exorbitant demand. The method of redress is circuitous and by no means satisfactory, but it forms at least some set-off to a successful party's liability to have what he has paid disallowed on taxation.

THE CASE of *Brinkley v. The Attorney-General* (15 P. D. 76) is an addition to the authorities as to the recognition by the English courts of marriages solemnized abroad between British subjects and foreigners. The petitioner, who was a British subject, prayed for a declaration of the validity of a marriage solemnized in 1886 at Tokio, in Japan, between himself and a Japanese woman. It appeared from the expert evidence that the only requisite formality for the validity of a marriage in Japan is the registration of the

marriage before the governor of the city in which the parties are residing; that these requisites were duly carried out; and that the marriage was in all respects valid. It was further shewn that, according to Japanese law, the husband is precluded from marrying any other woman during the subsistence of the marriage. The petitioner's counsel relied on *Warrender v. Warrender* (2 C. & F. 488), where Lord BROUGHAM laid it down that, by the comity of nations, a marriage contracted in a foreign country in accordance with the requirements of the *lex loci* will be recognized, and distinguished the case from *Hyde v. Hyde and Woodmansee* (14 W. R. 517, L. R. 1 P. & M. 130), where Lord PENZANCE refused to recognize the validity of a marriage in the Mormon form, because a marriage which admitted of polygamy was not a marriage in the Christian sense, and also from *Bethel v. Hildyard* (36 W. R. 503, 38 Ch. D. 220), where a British subject had gone through a marriage ceremony with a native woman according to the customs of the Baralong tribe in South Africa, in which tribe polygamy is permitted, and where Mr. Justice STIRLING held, on the authority of *Hyde v. Hyde and Woodmansee*, that the marriage was invalid, because it was not "a voluntary union of life of one man and one woman to the exclusion of all others." Sir JAMES HANSEN held that the case before him was free from the difficulties which existed in the Mormon case and in the Baralong case. The only marriage recognized in Christian countries was the union of one man and one woman to the exclusion of all others, and therefore the test of the validity of a foreign marriage was, whether the marriage law of the country where it was solemnized was monogamous or not. The evidence in the present case satisfied that condition, and therefore there was no reason why the marriage of a British subject in Japan, solemnized in accordance with Japanese law, should not be recognized as valid.

#### THE RETROSPECTIVE OPERATION OF THE CUSTOMS AND INLAND REVENUE ACT, 1889.

THE soundness of the decision in *Attorney-General v. Theobald* (38 W. R. 527, 24 Q. B. D. 557), that section 11 (1) of the Customs and Inland Revenue Act, 1889, or perhaps we should say a part of that section, is retrospective, appears to us open to grave doubt. The Customs and Inland Revenue Act, 1881, s. 38, for the first time made liable to stamp duties personal property falling in various ways other than by will or intestacy to any person on death, such property to be included in an account to be delivered to the Commissioners of Inland Revenue before it is retained or disposed of, and in sub-section (2), among the properties required to be included in such an account, is, "(c) Any property passing under any past or future voluntary settlement made by any person dying on or after such day [1st June, 1881] by deed or any other instrument not taking effect as a will, whereby an interest in such property for life or any other period determinable by reference to death is reserved either expressly or by implication to the settlor, or whereby the settlor may have reserved to himself the right, by the exercise of any power, to restore to himself, or to reclaim the absolute interest in such property." Section 39 requires any person who, as beneficiary, trustee, or otherwise, acquires possession or assumes the management of any personal property of a description to be included in an account according to the preceding section, upon retaining or disposing thereof, and in any case within six months from the death of the deceased, to deliver an account to the commissioners on oath, and section 40 renders any person neglecting to deliver such an account liable to a penalty of double the amount of the duty as a debt to the Crown.

Section 11 (1) of the Act of 1889 begins thus: "Sub-section 2 of section 38 of the Customs and Inland Revenue Act, 1881, is hereby amended as follows." The enactment then, after amending paragraphs (a) and (b) of sub-section 2 of section 38 of the Act of 1881, proceeds: "The description of property marked (c) shall be construed as if the expression 'voluntary settlement' included any trust, whether expressed in writing or otherwise, in favour of a volunteer, and, if contained in a deed or other instrument effecting the settlement, whether such deed or other instrument was made for valuable consideration or not as between the settlor and any other person, and as if the expression 'such property,' wherever the same occurs, included the proceeds of sale thereof."

The facts in the case above referred to were these: By a marriage settlement, made in 1873, certain personal property of the intended wife was settled upon trust for her for life, with ultimate trusts, in case the husband survived, for her next of kin. In the events which happened, the trusts in favour of the next of kin took effect, and in 1885 they became entitled in possession to a sum exceeding £7,000. The Commissioners of Inland Revenue claimed that those trust funds became liable to be included in an account chargeable with stamp duty under section 38 (c) of the Customs and Inland Revenue Act, 1881, and demanded payment thereof. The defendants, who were the trustees of the settlement, refused to pay the stamp duty claimed, on the ground that the settlement was one made in consideration of marriage, and therefore was not a voluntary settlement within the above section, and upon that ground demurred to the information. The pleadings were closed, and the case was ready for argument, before the passing of the Customs and Inland Revenue Act, 1889, amending the Act of 1881, which came into operation on the 31st of May, 1889. The Divisional Court, consisting of POLLOCK, B., and HAWKINS, J., held that the enactment of the Act of 1889 was declaratory and retrospective. We trust we shall be excused for saying that the judgments delivered appear to us to be feeble in the extreme. We may just refer to the reasoning of POLLOCK, B. After quoting the language of the amendment of paragraph (c), his lordship said: "Therefore the earlier Act must be read as having the meaning declared by the later Act. That seems to me to make this case perfectly clear." This way of looking at the matter would, no doubt, be right enough as applied to a case arising after the passing of the amending Act, but it has no bearing upon the question as to the time from which the earlier Act is to be construed as amended by the later Act. Nor does the judgment of HAWKINS, J., help the matter.

With all deference to the judges who decided this case, it appears to us there is no ground for regarding the enactment in question as declaratory and retrospective. In the first place it professes to be an amending enactment—"is hereby amended." Secondly, having regard to its form, it seems to us that the amendment of paragraphs (a) and (b) must be also considered declaratory and retrospective if the amendment of paragraph (c) is so considered. Without going further, it seems sufficient to refer to a portion of the amendment of the description of property marked (a) to show that the amendment cannot be retrospective. The amendment begins as follows:—"The description of property marked (a) shall be read as if the word 'twelve' were substituted for the word 'three' therein," thus making it necessary that, in the case to which that amendment applies, the gift should have been made twelve months before the death of the deceased, instead of three. Surely no one would contend that this is declaratory of the meaning of three months, and retrospective in making three months mean twelve.

It appears to us that in the amendment of paragraph (c), the subject of the decision under consideration, the words "shall be construed" are no stronger than "shall be read," and it must be assumed, from the very fact that the later enactment provides that a certain construction shall be imputed to the earlier enactment, that such provision was necessary to secure that construction for the earlier enactment, and whether the alteration be more or less a variation of the meaning of the enactment amended, it is surely equally unreasonable to regard it as retrospective. The mode used in the amending enactment to effect the amendment is well known as a not unusual form of amendment, and means, we apprehend, that the Act, as amended, shall have the construction stated when, after the passing of the amending Act (or whatever other time is fixed for its commencement), the event shall happen which will bring into operation the original Act as amended. Indeed, in amending Acts it is quite common to find an amendment which can be made by interpolation or omission of words effected by an enactment, saying that the Act intended to be amended "shall be read as if," &c., or "shall be construed as if," &c., or "shall be read and construed as if," &c. It is, perhaps, superfluous to quote instances, but we may refer to 43 & 44 Vict. c. 15; also 45 & 46 Vict. c. 41, s. 4 (2). It is obvious to anyone familiar with drawing Bills that such a mode of amendment is equally simple and clear where capable of application.

It remains to consider the practical effect of the construction adopted by this decision. We do not see, if the Act of 1889

applies to the case under consideration, why it does not also apply to every case of a like character where the death has occurred since the 1st of June, 1881. If so, it would apply, not only to every beneficiary who has retained personal property under circumstances which would bring him within the amending Act, but also to every trustee who, under the like circumstances, has disposed of property to those entitled to it upon the construction that the case was not within the original Act; and it would seem difficult to escape the conclusion that the beneficiary or trustee has become liable to the penalty of double the duty as a debt to the Crown.

With regard to *Attorney-General v. Hertford* (3 Ex. 670), upon which some stress was laid by POLLOCK, B., it appears to us that that case has no application whatever. There a sum of money, charged by the will of a testator, who died in 1842, on realty in pursuance of a power, but which was not raised and paid till 1847, and which would not have constituted a legacy at the time the testator died, was, by virtue of 8 & 9 Vict. c. 76, s. 4, held to be a legacy—that is to say, the Act of 8 & 9 Vict. was held applicable to the sum in question, notwithstanding the testator's death three years earlier, as it was not raised and paid until after the passing of that Act, and so came within the words there used—"is or shall be payable." No doubt there were some *dicta* in that case which may be regarded as favourable to the view taken in the case now under consideration, but the ground of the decision was what we have stated (see acc. Hanson's Probate, &c., Acts (3rd ed.), p. 134).

#### AMENDMENT OF THE RULES OF COURT AS TO DEFENDANT FIRMS.

We have already pointed out the defect which exists in the Rules of Court with regard to defendant firms, and we have suggested a new rule designed to remedy that defect. We will now give one or two reasons why the new rule which we have suggested, or some other rule, or amendment of existing rules, answering the purpose, should be promulgated with as little delay as possible; why this should be treated, in fact, as a matter of some urgency.

The practice with regard to the entry of appearance, and the entry of judgment in default, in actions wherein the defendants are partners sued in the name of their firm is at present in a serious state of confusion and uncertainty. To appreciate fully the disorganization of the practice which has taken place at this point, it is necessary to recall in a few words the various changes which have been rung on the Rules of Court as to partners since they were passed.

After some years of practical working, one fact became vividly clear to those whose duty it was to regulate the practice of the Central Office—viz., that strong and unceasing demands were made by persons who claimed to be permitted to enter an appearance in actions against defendant firms without admitting that they were partners in those firms. They one and all told the same story. They had been served as partners, and they were not partners; and one and all they pressed home the argument that it would be a monstrous injustice to refuse to allow them to appear when their failure to appear rendered them liable to execution under ord. 42, r. 10 (c). Then it was that a practice master allowed a person so situated to appear with a denial of partnership, and thereupon everyone felt that the difficulty was removed, and that, under the guise of practice, a very neat little patchwork covering had been made wherewith to cloak a manifest blot on the Rules of Court.

Then came *Davies v. André* (38 W. R. 437, 24 Q. B. D. 598), whereby the aforesaid patchwork covering was roughly torn from its place, and the underlying blot on the Rules of Court became once more manifest to all beholders. *Davies v. André* decided that in an action against a firm, a person served with the writ as a partner had no right to enter an appearance denying partnership. The Master of the Rolls said: "If a person says he is not a partner, he must not appear"; and Lord Justice FRY said: "If the persons served are not partners, they have nothing to do with the matter." And both the learned judges expressed scant sympathy with persons who did not know whether they were partners or not. This decision, therefore, destroyed the appearance with denial of partnership, and thereupon the old difficulty returned with all its old force. It very soon became obvious that the question was, not so much whether a person served as a partner



knew or did not know if he was a partner, but whether the plaintiff who served him knew or did not know if the person he served was a partner. Because when once a person was served as a partner and failed to enter an appearance, the plaintiff could issue an execution against him under ord. 42, r. 10, as a matter of course, not—as the Court of Appeal thought—after having alleged and proved the fact of partnership. *The mere fact of non-appearance renders the person served as a partner liable to execution.*

Then came *Allden v. Prentis & Co.*, to which we referred last week. There the Divisional Court felt that the demand of the person served as a partner to be allowed to appear without admitting partnership was absolutely irresistible. They allowed him to protect himself, as plain justice demanded. But at what cost? At the cost of every plaintiff who sues a firm! The former plan of appearance with denial of partnership was no injury whatever to the plaintiff as between himself and the firm, other than the person served as a partner who denied the fact of partnership. He could enter his judgment against the firm on proof of service, other than service in the capacity of partner upon the person denying the fact of partnership. But when once the full effect of *Allden v. Prentis & Co.* becomes known (unless something is done to limit its effect) a plaintiff who sues a firm and serves the writ in manner provided by the rules, will be liable to have his action stopped by the appearance of the person or persons he has served, without admission or denial of partnership. So that wherever he serves the person having the control, &c., of the business (ord. 9, r. 6), that person may appear in his own name without description, simply to obstruct the plaintiff from obtaining his just rights. And, as the practice stands at present, he will succeed in doing so, for in an action against a firm, every appearance not containing a denial of partnership must be presumed to be an appearance by a partner under ord. 12, r. 15, and will, therefore, stand as a bar to judgment in default. And, moreover, a partner served may appear likewise without description, and so embarrass the plaintiff when he comes to execution.

It may be said that this, after all, is a small matter, because it occurs so seldom. But is it of rare occurrence? We should say that the circumstance which has given rise to this difficulty—namely, the service of the writ on a person as a partner, who is not a partner, or who denies the partnership—is of continual occurrence. It is probably under the mark to say that of the 46,000 actions commenced every year in London, at least 15,000 are against firms. In round numbers, it may be safely asserted that fifty actions against firms are commenced every day in London alone.

When once the fact becomes generally known that the old regulation of practice requiring every person to state in his appearance the capacity in which he appears has been blown to the winds in the case of actions against firms, there may be as many of these nondescript appearances as there are actions against firms. They will be so delightfully useful for embarrassing and hindering the plaintiffs in such actions, and so entirely devoid of responsibility to the parties entering them. Their number is necessarily unascertainable, because the germ of this new form of appearance has only now been created by *Allden v. Prentis & Co.*, and the power of propagation which the newly-evolved species may develop is unknown. Past experience has shewn that there are a great number of cases in which persons who are not partners are served in the belief that they are partners in the firms sued. The great majority of these actions are ordinary debt actions against firms whose credit is doubtful. In the case of a large number of them there have been differences or difficulties which have led to dissolution of partnership, or the retirement of one of the partners. The plaintiff serves all those whom he believes to have been partners at the time the debt was contracted, and it frequently happens that he serves a late partner who alleges that he retired from the firm before the debt was contracted. In some cases an agent of the firm sued is so situated that the plaintiff is naturally misled into the belief that he is a partner. In others a relative of one of the partners or some other person, who assists and supports the firm, is believed to be a partner. Such mistakes are easily made, and consequently they are numerous. It therefore does appear to us most desirable that there should be no unnecessary delay in dealing with this matter. The rule which we have suggested would, we believe, meet the case. We do not, however, press for the adoption of that particular solution of the difficulty. All we

ask is that the authorities should recognize that there is a difficulty, and that it is one which requires to be dealt with promptly.

FRANCIS A. STRINGER.

## REVIEWS.

### TORTS.

THE LAW OF TORTS: A TREATISE ON THE PRINCIPLES OF OBLIGATIONS ARISING FROM CIVIL WRONGS IN THE COMMON LAW. TO WHICH IS ADDED THE DRAFT OF A CODE OF CIVIL WRONGS IN THE COMMON LAW PREPARED FOR THE GOVERNMENT OF INDIA. By Sir FREDERICK POLLOCK, Bart., LL.D., Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited).

"Nevertheless, this is a book of principles, if it is anything." So wrote the author in the prefatory letter to the first edition. "Details are used, not in the manner of a digest, but so far as they seem called for to develop and illustrate the principles." It might be thought that a book written, and successfully written, on these lines would not in the short space of three years require much alteration. In that time, however, not a few cases of the first importance have been decided, and the work has undergone very careful and thorough revision. That there is no limit to the extent to which competition in business may lawfully be carried has been decided by *Mogul Steamship Co. v. Macgregor* (37 W. R. 736, 23 Q. B. D. 598), and two typical passages illustrating this are quoted at p. 136 from the judgments of Bowen and Fry, L.J.J. More important still is the effect of the decision of the House of Lords in *Peck v. Derry* (38 W. R. 33, 14 App. Cas. 337), and, having regard to the author's expressed opinion that it checked a desirable and proper development of the law (*Law Quarterly Review*, V. 410), the reader will naturally turn to see how he treats it. In the list of the necessary elements in a right of action for deceit, under head (b) the former dictum that the person making the statement must either know it to be untrue or be culpably ignorant (that is, reckless or careless) whether it be true or not, undergoes the slight, but important, alteration of changing the words in brackets to "recklessly and consciously ignorant," and the general statement, lower down, that there is no cause of action without actual damage, is now made to include "both fraud and actual damage" as equally necessary. But while thus incorporating the new doctrine of the law with as little disturbance as possible, Sir Frederick Pollock does not allow it to go quite unchallenged. It is noted that the reversed opinion of the Court of Appeal coincides with that which has for many years prevailed in the leading American courts, and a clear statement that no actual intent to deceive need be proved is quoted from the Massachusetts case of *Chatham Furnace Co. v. Moffatt* (147 Mass. 403): "The fraud consists in stating that the party knows the thing to exist when he does not know it to exist; and if he does not know it to exist, he must ordinarily be deemed to know that he does not." The defendants in *Peck v. Derry* would certainly have been hit by this. It is still, of course, a question how far the doctrine of *Burrows v. Lock* (10 Ves. 470) and *Slim v. Croucher* (1 D. F. & G. 518), that persons make at their own risk statements about matters which have been within their own special knowledge, is still law. It is here suggested that the rule is now a rule or presumption of evidence rather than a rule of law, but the change may turn out in practice to be more material than the author seems to think. It is possible for a trustee to forget that he has had notice of an incumbrance, and, if in point of fact he does so forget, there can apparently be no action against him for a false statement. An example of the careful revision which the book has undergone will be found at page 398 where the statement of the facts in *Radley v. London and North-Western Railway Co.* (1 App. Cas. 754) has been in several points made more clear, and the whole of this section, treating of contributory negligence, has undergone considerable alteration. This is due in part to the overruling of *Thorogood v. Bryan* (8 C. B. 115) and the doctrine of identification by the recent case of *Mills v. Armstrong* (13 App. Cas. 1). Under the head of waste it would perhaps not have been out of place to notice the recent decision of Kay, J., in *Re Cartwright, Avis v. Newman* (37 W. R. 612, 41 Ch. D. 502), especially as the point there decided, that a remainderman has no claim against the assets of a deceased tenant for life in respect of permissive waste, there being no express duty to repair, is mentioned as doubtful: p. 301. But this is the only omission that we have noticed, and the revision, as we have already said, has been very thoroughly done.

The following gentlemen have been elected members of the Bar Committee:—Mr. W. F. Robinson, Q.C.; Mr. Montague Crackanthorpe, Q.C.; Mr. W. C. Gully, Q.C., M.P.; Mr. John Rigby, Q.C.; Mr. F. A. Bosanquet, Q.C.; Mr. F. Lockwood, Q.C., M.P.; Mr. A. M. Channell, Q.C.; Mr. W. Rann Kennedy, Q.C.; and Messrs. H. B. Deane, H. F. Dickens, J. W. Dunning, English Harrison, W. A. Meek, A. J. Ram, W. C. Smyly, and Joseph Walton.

## CORRESPONDENCE.

"CAN A DIRECTOR PLEAD THE STATUTE OF LIMITATIONS UNDER THE TRUSTEE ACT, 1888?"

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your comments on this question in last week's JOURNAL, it may be interesting to you to know that the framers of the Bill certainly intended to give directors this power. The Bill was drawn by Mr. Challis on instructions prepared by me on behalf of the council, and at the first interview I had with Lord Herschell on the Bill, before it was brought into the House of Lords, he expressed his cordial approval of the clauses enabling trustees to plead the Statute of Limitations, on the ground that they would protect directors of companies against claims for acts alleged to be *ultra vires* many years after they were committed, referring particularly to the then recent litigation against the directors of the London Financial Association, in which Lord Herschell had, as counsel, represented some of the parties.

The clauses were afterwards re-settled by Sir H. Davey, in consultation with Mr. Challis, to make sure they would give the desired protection.

Of course I am well aware that the ingenuity of draftsmen in framing clauses in a Bill before Parliament to effect some particular object is frequently defeated by the greater ingenuity of the judges in finding flaws in the clauses after the Bill becomes law, but in this case I hope that the protection which it was desired to give to trustees and directors will turn out to have been effectually given.

9, Lincoln's-inn.

JOHN HUNTER.

## DISALLOWANCE OF ARBITRATOR'S FEES.

[To the Editor of the Solicitors' Journal.]

Sir,—In an action, recently pending in the county court, which was "by consent" referred to arbitration, the costs of such arbitration were, by the order of reference, left in the discretion of the arbitrator, who decided in favour of the plaintiff, to whom he awarded the costs "of the reference and award."

The award was duly taken up, and the arbitrator's fees, amounting to £16 7s., paid by the plaintiff. On taxation by the registrar of the plaintiff's costs, which was reviewed by the judge, £9 of that amount was disallowed, and consequently had to be paid by the plaintiff.

During an experience extending over a considerable number of years, we have never known an arbitrator's fee, the amount of which is unknown until the case has been disposed of, disallowed, and it appears to us that the learned judge was wrong, inasmuch as, the arbitrator having been appointed "by consent," his fees, which have to be paid before the award can be obtained, are properly payable by the unsuccessful party in full.

We should be interested to know the experience of any of your other subscribers on the point.

COOPER & BAKE.

6, Portman-street, Portman-square, W., June 16.

## NEW ORDERS, &amp;c.

## THE BANKRUPTCY ACT, 1883.

Pursuant to Rule 5, Clause 2, of the Bankruptcy Rules, 1886, the Board of Trade hereby directs that the Form of General Proxy, being Form No. 75 in the appendix to the said Rules, be altered in manner following, that is to say, by striking out of the body of the said Form after the word "appoint," the words "the Official Receiver in the above matter [or Mr. A. B., of , a Clerk in my regular employ]," and inserting such words or words to similar effect by way of instruction in the margin of the said Form, opposite to or parallel with the said word "appoint." And the Board of Trade further directs that the Form of Special Proxy, being Form No. 76, in the said appendix, be altered in manner following, that is to say, by striking out of the body of the said Form, after the word "appoint," the words "the Official Receiver in the above matter [or Mr. A. B., of ,]" and inserting such words, or words to similar effect, by way of instruction in the margin of the said Form, opposite to or parallel with the said word "appoint."—Dated this 16th day of June, 1890.

By order of the Board of Trade,

JOHN SMITH, Inspector General in Bankruptcy, authorized in that behalf by the President of the Board of Trade.

Judge Bristowe has resumed his sittings after his serious injury. It was stated in Wednesday evening's papers that Arneemann, who was sentenced to twenty years' penal servitude for shooting the learned judge at Nottingham, was found dead in his cell at Leicester Gaol on Tuesday, having hanged himself.

## CASES OF THE WEEK.

## Court of Appeal.

THE BRISTOL TRAMWAY AND CARRIAGE CO. v. THE MAYOR, &c., OF BRISTOL—No. 1, 16th June.

TRAMWAYS—PAVING—RIGHT OF LOCAL AUTHORITY TO ALTER PAVEMENT—DIFFERENCE BETWEEN COMPANY AND LOCAL AUTHORITY—REFERENCE TO ARBITRATOR—TRAMWAYS ORDERS CONFIRMATION ACT, 1879 (42 & 43 VICT. C. CXIII) SCHED. I.—TRAMWAYS ACT, 1870 (33 & 34 VICT. C. 78), s. 33.

Appeal from the judgment of the Queen's Bench Division. The plaintiffs were a company authorized to construct certain tramways in the city of Bristol under a provisional order made by the Board of Trade and confirmed by the Tramways Orders Confirmation Act, 1879 (local and personal.) The Tramways Act, 1870, was incorporated therewith. By section 28 of the Tramways Act, 1870, the promoters are bound to keep in repair the road between the tram rails and 18 inches on each side. By section 33 any difference between the promoters and the road authority with respect to any interference or control exercised by them or by the promoters by virtue of the Act in relation to any tramway or work, or on the question whether any work is such as ought reasonably to satisfy the road authority, or with respect to any other subject or thing regulated by or comprised in the Act, shall be settled by a referee nominated by the Board of Trade. By section 60 nothing in the Act shall take away or affect any power of the road authority to widen, alter, divert, or improve any road. When the Bristol tramways were constructed in 1870, the road between the rails and 18 inches on each side was paved with granite setts. In 1889 the defendants, who were the road authority by virtue of section 149 of the Public Health Act, 1875, gave the plaintiffs notice of their intention to pave certain streets along which the tramways ran with wood. The plaintiffs objected, and brought an action for an injunction to restrain the defendants from interfering with their tramways, contending that a difference had arisen within the meaning of section 33 of the Tramways Act, 1870, and that the matter must be settled by a referee appointed by the Board of Trade. The plaintiffs having applied for an *interim* injunction (which by consent was taken as the trial of the action), the Divisional Court (Denman, J., Vaughan Williams, J., dissenting) held that the plaintiffs were entitled to an injunction, and gave judgment accordingly.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.), having taken time to consider, allowed the appeal. LORD ESHER, M.R., said that there was nothing in the Tramways Act, 1870, which affected the right of the road authority to do what they thought right with respect to the roads in the interests of the public. The difference referred to in section 33 was a difference arising "by virtue of this Act" in relation to certain matters therein set out, and the words at the end of the section, "regulated or comprised in this Act," governed all the preceding words. That interpretation made the section consistent with section 60. The absolute power of the road authority to alter the roads in the interests of the public was not affected by section 33. The laying down of wood instead of granite setts was an alteration of the road. Therefore, the difference did not arise by virtue of the Tramways Act, 1870, and section 33 was not applicable. The judgment of Vaughan Williams, J., who withdrew his judgment, was right, and the appeal must be allowed. LINDLEY, L.J., concurred. In *Reg. v. Oreydon and Norwood Tramways Co.* (35 W. R. 299, 18 Q. B. D. 39) the tramway company were seeking to alter the road under their private Act. Here the road authority were seeking to alter the road under their general powers, independently of the Tramways Act. There was no analogy between the two cases. LOPES, L.J., concurred.—COUNSEL, *Rightly*, Q.C., and *R. S. Wright*; *Philbrick*, Q.C., and *H. Swinton*. SOLICITORS, *Walter Webb & Co.*, for Stanley, Wabroughs, & Doggett, Bristol; *Robins, Burges, Hay, & Co.*, for D. T. Burges, Bristol.

Re WALTERS—No. 2, 18th June.

COSTS—UNSUCCESSFUL APPEAL—TRUSTEES—COSTS OUT OF FUND.

The question arose in this case, whether trustees of a will ought to be allowed their costs of an unsuccessful appeal out of their trust fund. The question raised on the appeal was, whether, under the trusts of the will, the trustees were bound to pay to, or apply for, the benefit of the tenant for life of a fund the whole of the income of the fund, or whether they had a discretion to accumulate a part of the income for the remaindermen. Kekewich, J., held that the trustees were bound to apply the whole income for the benefit of the tenant for life, and his decision was affirmed by the Court of Appeal. The application to the court was made by the trustees, and the appeal was presented by them, the remaindermen being served with notice of the appeal.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) refused to allow the trustees their costs of the appeal out of the fund, and ordered them to pay the costs both of the tenant for life and the remaindermen. BOWEN, L.J., said that, in his opinion, when there was an unsuccessful appeal relating to a fund, the appellant ought to be ordered to pay costs, otherwise there would be a premium upon unsuccessful appeals. FRY, L.J., concurred. The trustees were sufficiently protected by the order of the court below, and there was no ground for their coming to this court.—COUNSEL, *Warrington*, Q.C., and *Ribton*; *S. Hall*, Q.C., and *A. L. Ellis*; *Banning*. SOLICITORS, *Walters, Deverell, & Co.*; *Powell & Goodale*.

BUTTERS v. MELLOR—No. 2, 18th June.

MORTGAGOR AND MORTGAGEE—POWER OF SALE—ACTION TO RESTRAIN



## MORTGAGEE FROM CARRYING OUT CONTRACT FOR SALE—PURCHASER NOT A PARTY.

This action was brought by a second mortgagee to restrain the first mortgagee from carrying out a contract for the sale of the mortgaged property which he had entered into under his power of sale. The purchaser was not a party to the action. *Kekewich, J.*, had refused to grant an interlocutory injunction. *Rhodes v. Buckland* (16 Beav. 212) was cited as being a case almost identical in its circumstances. An injunction such as that now asked for was there granted by Lord Romilly, M.R., the purchaser not being a party to the suit.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that it would be contrary to justice to grant the injunction in the absence of the purchaser. He might be deprived of his rights without being heard. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *J. G. Wood*; *J. Simmonds*. SOLICITORS, *J. H. Lee*; *Dubois, Reid, & Williams*.

## Re MORGAN, HILL v. WILLIAMS—No. 2, 12th June.

COURT OF PROBATE—JURISDICTION TO ORDER PAYMENT OF COSTS OUT OF RENTS OF REAL ESTATE—APPOINTMENT OF RECEIVER OF REAL ESTATE—20 & 21 VICT. c. 77, s. 71.

In this case a question was raised as to the jurisdiction of the Court of Probate to order the costs of an heir-at-law of a deceased person, of opposing the probate of an alleged will of the deceased, to be paid out of the rents of real estate of the deceased received by a receiver appointed by the court under the provisions of section 71 of the Probate Court Act of 1857. Section 71 empowers the Court of Probate "to appoint a receiver of the real estate of any deceased person, pending any suit in the court touching the validity of any will of such deceased person by which his real estate may be affected, and such receiver shall have power to receive all rents and profits of such real estate, and such powers of letting and managing such real estate, as the court may direct." In the present case *J. H. Morgan* had made two wills. By a will made in 1868 he disposed of his real and personal estate in favour of a person who predeceased him; by the later will, in 1878, he disposed of his real and personal estate to other persons. The second will was propounded for probate, and was opposed by the co-heirs, who were cited. The suit was tried by Butt, J., and he, in 1884, decided in favour of the later will, and ordered that the costs of all parties appearing should be paid "out of the estate" of the testator. An order had been made appointing a receiver of the rents of the testator's real estate. The decision of Butt, J., establishing the second will was afterwards reversed by the Court of Appeal, who established the first will, and their decision was affirmed by the House of Lords; but the order of Butt, J., for payment of costs out of the estate was left untouched. In 1886 the co-heirs obtained an order from the Court of Probate discharging the receiver, and directing payment to their solicitor, out of the rents in court which the receiver had received, of their costs, expressly without any taxation; and in pursuance of this order the costs were paid to the solicitor. The present action was brought in the Chancery Division for the administration of the testator's estate, and in it one of the co-heirs applied to North, J., for an order that his taxed costs of the probate suit, dealt with by the order made by Butt, J., in 1884, should be paid out of the personal estate of the testator. North, J., refused the application, mainly on the ground that the order of 1886 and the payment of costs in pursuance of it had placed a difficulty in the way of a taxation of the costs referred to in the order of 1884. On the appeal a question was raised and argued as to the power of the Court of Probate to order payment of costs out of the rents of real estate of a deceased person, when a receiver of those rents has been appointed and rents have been received by him as the officer of the court. And it was argued that the order of 1886 had, in effect, superseded the prior order of 1884, and put an end to any right which the co-heirs had under that order to payment of their costs out of the personal estate.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision, and ordered that the taxed costs of the applicant included in the order of 1884 should be paid out of the testator's personal estate. COTTON, L.J., said that he would not express any opinion whether the Court of Probate had jurisdiction to order payment of costs out of the rents of real estate, because he thought that *prima facie* the order of Butt, J., meant payment out of the personal estate. No doubt a difficulty had been caused by the action of the co-heirs in obtaining the order of 1886, because they omitted to obtain a taxation of the costs. But his lordship did not think that the order of 1886 was intended to vary any rights given to the parties by the order of 1884. The payment of costs under the order of 1886 should be treated as equivalent to a payment by the co-heirs to their solicitor out of their own moneys, and not as varying their rights under the former order. There was a difficulty as to how the costs could be taxed now, but that ought not to prevail. It was a difficulty in the way of the co-heirs, but it would be wrong because of it to deprive them of any right which they had under the order of 1884. BOWEN, L.J., said that he would express no opinion as to the power of the Probate Court to make an order for the payment of costs otherwise than out of personal estate. That power must depend on the provisions of the statute, which he would not discuss, because it was unnecessary to do so now. For the present purpose it was sufficient to decide two points—(1) that the effect of the order of 1886 was not to vary the rights given by the order of 1884, but it was much the same as an actual payment of the costs by the co-heirs to their solicitor; (2) the difficulty as to taxation was only a practical one. It might not be possible to have the taxation so well conducted as it would have been in the first instance. FRY, L.J., said that in his opinion the word "estate" in the first order meant the personal estate. It was not contended that it extended to the *corpus* of the real estate; it was only

said that it extended to the rents received by the receiver. In his lordship's opinion, if that had been intended the order would have expressed it. He did not think that the order was limited to payment of the costs to the solicitor directly. He thought the party would not have lost his right to the costs if he had paid his solicitor, or if the solicitor had died and could not, therefore, attend the taxation. What, then, was the operation of the order of 1886? No other than this—the clients, instead of putting their hands into their pockets and paying their solicitor, laid their hands for the purpose of paying him on a fund to which they were absolutely entitled. That could not deprive the clients of any rights which they had under the former order.—COUNSEL, *Warmington, Q.C.*, and *B. Eyre*; *Coomes-Hardy, Q.C.*, and *Swinfen Eady*; *Grosvenor Woods*. SOLICITORS, *Mear & Fowler*; *A. Copping*; *Vaughan Williams*.

## COOKE v. SMITH—No. 2, 13th June.

CREDITORS' DEED—SURPLUS—RESULTING TRUST FOR DEBTOR.

The question in this case was whether, upon the construction of a deed of assignment on trust for creditors, there was a resulting trust in favour of the debtors of a surplus, after the payment of the debts in full. The deed was dated the 29th of December, 1876, and was made between H. Cooke and J. Cooke of the first part, Rachel Swinnerton (who was the executrix of J. W. Swinnerton, who died in May, 1876) of the second part, J. T. Smith and T. Storey of the third part, and the several persons mentioned in a schedule, whose names and seals were set and subscribed to the said deed, being severally creditors of the partnership lately subsisting between H. Cooke, J. Cooke, and J. W. Swinnerton, deceased, of the fourth part. There were recitals to the effect that the parties of the fourth part were creditors of the firm, and that the firm were unable to pay their debts in full at the death of Swinnerton, and it was witnessed that H. Cooke, J. Cooke, and Rachel Swinnerton assigned to Smith and Storey all that the business lately carried on by the firm in Barrow-in-Furness, and all the stock-in-trade, machinery, &c., book and other debts, money and securities for money, chattels, and all other the personal estate and effects whatever of the firm, to hold the same business, stock-in-trade, &c., upon trust that Smith and Storey, or the survivor of them, his executors or administrators, should, in their or his absolute discretion, either carry on the business of the firm, or at any time thereafter sell and dispose of the business and other premises thereby assigned, and out of the profits of the business, if carried on, and out of the moneys to arise from such sale and conversion into money, pay the costs of the deed and other costs, and should pay and divide the clear residue of the said profits and moneys unto and among all and singular the creditors of the firm in rateable proportions, according to the amount of their several and respective debts, subject nevertheless to the covenants and provisions thereafter contained. The deed contained a declaration that the trustees should have power to pay in full, or make such arrangements with, the creditors whose debts were under £30, or any of them, as they might think fit. By the same deed the parties of the fourth part released H. Cooke, J. Cooke, Rachel Swinnerton, and the estate of J. W. Swinnerton, deceased, from all claims in respect of the partnership. The deed bore a ten shilling stamp, and it was executed by nineteen creditors, whose debts amounted to £33,682, including the Barrow Hæmatite Steel Co. (Limited), whose debt exceeded £16,000. Smith was the manager of the Hæmatite Co., and Storey was a director of the Lancaster Banking Co. The trustees took possession of the business of the firm, which they carried on at a profit. In December, 1883, the trustees sold the property comprised in the deed of assignment to the Hæmatite Co., with the consent of the other creditors, in consideration of the company paying their debts in full. This action was brought by H. Cooke and Rachel Swinnerton against Smith and Storey and the Hæmatite Co. to set aside the sale, on the ground that it was made at a gross undervalue and in breach of trust. The preliminary point of law was raised by the defendants; whether the plaintiffs had any title to maintain the action, on the ground that, if there was any surplus after paying the creditors of the firm in full, there was no resulting trust for the debtors. Kekewich, J., was of opinion that the express trust in the deed for division amongst the creditors exhausted everything, and that the deed operated as an absolute assignment for the benefit of the creditors in consideration of the firm being released from their debts.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision, holding that there was a resulting trust of the surplus for the debtors. COTTON, L.J., was of opinion that the intention of the deed was to provide for the payment of the creditors of the firm, either in full or in part, as far as the assets would go. The parties did not contemplate a surplus, yet, as there was a surplus, the question was whether there was a resulting trust for the debtors? In his lordship's opinion, if the deed were regarded as a deed for the payment of creditors, then, if the creditors were paid in full, there was a resulting trust for the firm, although not expressed. No doubt there was a provision for the division of the profits of the business among the creditors, but that was only so long as they were creditors—in other words, until their debts were paid in full. The object of the deed was to provide for the payment or satisfaction of the debts of the firm. BOWEN, L.J., said that, in order to construe the deed, its object must be considered. Was the object to pay the debts of the assignors, and to devote so much only of the property to that purpose as was necessary? If that were so, then there would be a resulting trust for the assignors. Or was the true object that the assignors should get rid of their property in consideration of getting rid of their debts? The schedule to the deed contained the names of a number of persons who were creditors of the firm, and there was a recital that the firm were, a short time before, unable to pay their debts, and it was impossible to read that recital without coming to the conviction that at any rate the parties regarded

the assignors as unable to meet their engagements. Then came the clause which provided that the trustees should pay and divide the residue of the property, after payment of certain costs, among the creditors of the firm in rateable proportions, according to the amount of their debts. In his lordship's opinion, no violence would be done to that clause by reading it by the light of the previous recital. The language of that clause was accounted for by the fact that the creditors supposed that the property of the firm would not be more than sufficient to satisfy their debts. Then followed the clause empowering the trustees to pay in full or make arrangements with creditors whose debts were under £30. If the true effect of the deed was that the entire property of the firm was to pass, it was almost incomprehensible that such a discretion should have been given to the trustees. There was nothing inconsistent with the idea that the object of the deed was only to pay the debts of the firm, unless it were the absence of an express direction as to what was to be done with the surplus, and the somewhat limited direction as to the division of the property. Having regard to the fact that the deed was executed by a number of creditors carrying on every kind of business, it was far more reasonable and businesslike that the deed should have been intended to include only so much of the firm's property as was necessary to pay their debts than to enable the creditors to embark in a new business. In his lordship's opinion, the deed was simply an assignment for payment of debts, and, consequently, there was a resulting trust of the surplus. *Fry, L.J., concurred.*—COUNSEL, *Neville, Q.C., and Mansfield; Remshaw, Q.C., and Percell; Solomon; and Sanderson.* SOLICITORS, *Trass & Jarman; Currey, Holland, & Currey; Redpath & Co.*

### High Court—Chancery Division.

**BECKE v. THE STRATFORD-ON-AVON, TOWCESTER, AND MIDLAND JUNCTION RAILWAY CO.**—*Kay, J., 13th June.*

**INJUNCTION—RAILWAY COMPANY—DIVERSION OF ROAD—SUBSTITUTED ROAD—USE OF RAILWAY—RAILWAYS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 20), s. 53.**

In 1888 the railway company took possession of part of the plaintiff's land which could only be reached by an occupation road. The company completed their railway, and in so doing blocked up the occupation road, so that the plaintiff had no access to the rest of his land. The plaintiff moved to restrain the defendants from using their railway until they should have provided him with a substituted road. He referred to *Attorney-General v. Barry Docks and Railway Co.* (35 W. R. 830, 35 Ch. D. 572) as shewing that section 53 of the Railways Clauses Consolidation Act, 1845, applied to a permanent as well as a temporary diversion of a road, and to *Attorney-General v. Great Northern Railway Co.* (4 De G. & Sm. 75) as an authority for preventing a railway company from using their line when completed.

*Kay, J.*, made the order asked for, but not to be drawn up for two months. If the plaintiff's requirements were then complied with there would be no order, except that the defendants should pay the costs of the motion.—COUNSEL, *Remshaw, Q.C., and Maidlow; G. P. Taylor.* SOLICITORS, *R. Metcalfe; Stratton, Hilliard, & Co.*

**KELLY v. HEATHMAN**—*North, J., 18th June.*

**PATENT—INFRINGEMENT—VALIDITY—AMENDMENT OF SPECIFICATION—PATENTS ACT, 1883, ss. 5, 18.**

This action was brought to restrain the defendant from infringing the plaintiff's patent for "extension" or "telescopic" ladders. The plaintiff's ladder consisted of two ladders, one of which slid inside the framework of the other, and was raised by means of a rope passing over pulleys attached to the side of the outer ladder. When the ladder had thus been lengthened or extended as far as was desired, the inner ladder was supported by means of a catch or lever, which was attached to the outer ladder, so that a rung of the inner ladder rested upon it, and the two ladders formed one. In the plaintiff's provisional specification his invention was thus described:—"A telescope ladder, designed to take the place of the cumbersome ladders now in use, being two distinct ladders of equal length, one drawing up out of the other, by pulling a cord at the side of the ladder, both ends of such cord being attached to the inner or sliding ladder, which is drawn out to its full extent with perfect ease in a few seconds of time. It can be adjusted to any height, and stopped at every tread, or 9 in., in ascending or descending, by means of a light strong lever bracket, fixed to the lower ladder. This lever is raised by the ascending ladder, and drops down under each tread becoming locked by the sliding ladder descending and resting on it. This lever is raised, and the sliding ladder released, by a simple sliding rod running down the side of the lower ladder, like the cord for raising, to within the convenient reach of the person working the ladder. The raising cord runs through pulleys near the top and bottom of the lower ladder. The steps, or treads, are flat and placed edgewise, near the face of each ladder; thus, being close behind each other, no inconvenience is felt when in use." The nature of the invention was more fully described in the complete specification by means of a reference to drawings. The plaintiff's claim was—"(1) The two ladders occupying the space of one only; (2) the ready means of working by the cord; (3) the simple bracket lever by which the ladder is secured at any required length." The complete specification was afterwards amended by disclaiming and striking out all the above three claims, and substituting for them the following as the claim:—"The combination in a telescope ladder, as herein described, with means for raising, lowering, and stopping, all as herein described and shown in

accompanying drawings." The defendant's ladders differed from the plaintiff's chiefly in the position of the cord for raising and lowering the inner ladder, and in the nature of the lever for stopping and securing the inner ladder at the required length, the defendant's lever being described as a "strut," and the plaintiff's as a "bracket," or "cantilever." The defendant alleged that the plaintiff's patent was invalid, and that it had been anticipated by prior patents, and he also said that, if the plaintiff's specification were construed strictly as it ought to be, there had been no infringement. On behalf of the defendant it was contended that the plaintiff's complete specification, as it originally stood, claimed not a combination but three elements, each of which was old, and that a new claim to a combination could not be introduced by disclaimer and amendment, and, therefore, the patent was invalid. Moreover, if it could be held that there was in terms on the face of the patent a claim for a combination which could be supported if it were the proper subject-matter of a patent, the separate parts of the combination were so old and well known, and the combination was so obvious to persons acquainted with such matters, that the combination was not a subject-matter for a patent. On behalf of the plaintiff reliance was placed on sub-section 1 of section 18 of the Patents Act of 1883, which enables a patentee to seek leave to amend his specification "by way of disclaimer, correction, or explanation," and it was argued that the original specification, though it did not in express terms claim a combination, did so in substance, and therefore the amended specification did not claim an invention substantially larger than or different from the invention originally claimed.

*North, J.*, said that as he construed the original specification, the claim was for a combination of three things—a double ladder, one part sliding in the other in a small space, a thing which was old and well known; an endless cord for the purpose of making one part of the ladder slide in the other, a device equally well known and old; and a bracket lever for the purpose of fixing the sliding part to the other in any position it could take, and capable of being easily released by a string. Devices similar to this were also well known. As the original specification was, in effect, one for a combination, the amendment was not one which made the specification "claim an invention substantially larger than, or substantially different from, the invention claimed by the specification as it stood before the amendment." There was no evidence that the combination was so like known combinations or so obvious as to prevent its being the subject of a patent. In the absence of such evidence, he could not hold the patent bad on that ground. It was said that the original complete specification did not comply with the requirements of sub-section 5 of section 5 of the Act of 1883, inasmuch as it did not "end with a distinct statement of the invention claimed," if that specification was to be construed as a claim for a combination, instead of for the three distinct things mentioned. This part of the Act was, however, directory; it was not obligatory on the patentee. It was a direction to the comptroller, and, if he passed the patent, it was not invalidated by the want of compliance with the provision. This was decided in *Siddell v. Vickers* (39 Ch. D. 92). His lordship held that the defendant had infringed, and gave judgment for the plaintiff.—COUNSEL, *Cosmo-Hardy, Q.C., and Marony, Q.C.; W. R. Boufield.* SOLICITORS, *Wolferstan & Avery; Johnson, Son, & Ellis.*

**GUARDIANS OF THE TENDRING UNION v. DOWTON AND SLIMON**—*Stirling, J., 22nd May.*

**PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 4, 150, 257, 276—CHARGE UPON LAND SUBJECT TO COVENANT—LAND TO BE SOLD FREE FROM COVENANT.**

This was a motion by the plaintiffs upon admissions in the pleadings. The plaintiffs were the rural sanitary authority within the meaning of the Public Health Act, 1875, for the area of the Union of Tendring, which included Clacton, which was a contributory place within the meaning of the Act. By an order of the Local Government Board of the 30th of September, 1884, under section 276 of the Act, it was declared that the provisions of section 150 should apply to a road situate in Clacton called Anglefield-road. In March, 1886, the plaintiffs served a notice upon a building company, then owners of a piece of ground called Anglefield, abutting upon Anglefield-road, requiring them to pave and metal the road. Such road was then a street not being a highway repairable by the inhabitants at large within the meaning of section 150. This notice not being complied with, the plaintiffs executed the required works. At the date of the completion Dowton was the owner in fee simple of Anglefield. The plaintiffs proceeded to apportion the costs of such works as against the owners or occupiers of the adjoining lands, and obtained an order from a court of summary jurisdiction against Dowton for the payment of £131 1s. 9½d., with interest and costs, the apportioned sum due from him as owner of Anglefield, but were unable to satisfy their claim. Anglefield was subject to certain restrictive covenants against building, subject to which Dowton had taken his conveyance, given by his predecessor in title in favour of the owners of certain plots of land opposite Anglefield. Slimon was the owner of some of these plots, and was entitled to the benefit of such covenant. The plaintiffs commenced the present action in August, 1889, claiming that the sum of £131 1s. 9½d., with interest and costs, might be declared a charge upon Anglefield, and that to satisfy the same Anglefield might be sold free from the covenants. By an order made in the action, Slimon was appointed to represent all other persons interested in the benefit of the covenant, to decide the question whether the charge should override the covenants. The defendant Dowton did not enter an appearance, and Slimon, by his defence, admitted the allegations above shortly stated, for the purposes of the present action. It appeared that the value of Anglefield, subject to the covenants, was not enough to satisfy the plaintiffs' claim, and Dowton had no means wherewith to satisfy the amount of such claim.



STIRLING, J., said that the application raised a new point, governed apparently in principle by *The Corporation of Birmingham v. Baker* (17 Ch. D. 782). The plaintiffs were unable to recover anything from Downton personally, so section 257 of the Act was applicable. By section 4 any person for the time being receiving the rack rent of premises was the owner, whether receiving it on his own account or not, and that term being used in such a wide sense, it was clear, by reference to the decision in *Corporation of Birmingham v. Baker*, that the charge in question under section 257 extended to the whole proprietorship in the land, not to any particular portion thereof. The charge was by the Act a charge upon the premises, and not merely a charge upon the interest of the owner in fee simple, so there would be a declaration that the plaintiffs were entitled to the charge upon the land, and that for the purpose of satisfying such charge the land called Anglefield might be sold free from the covenants in question.—COUNSEL, *Alex. Macmorran*; *E. Beaumont*. SOLICITORS, *Oldman & Claburn*; *Chamberlayne, Beaumont, & Taylor*, for *R. S. Danicll*, Manningtree.

## High Court—Queen's Bench Division.

HUME v. SOMERTON—17th June.

PRACTICE—RENEWAL OF WRIT—WRIT ISSUED BEFORE JUDICATURE ACTS—POWER TO RENEW SUCH WRIT WITHOUT ORDER OF COURT OR JUDGE—R. S. C., VIII., 1; LXXII., 2.

Motion to set aside a writ. On the 6th of April, 1861, the plaintiff issued a writ against the defendant, Lord Somerton, and that writ had never, until recently, been served, but it had been regularly renewed in the manner prescribed by section 11 of the Common Law Procedure Act, 1852, down to March, 1890. It was then served upon the defendant, and the present motion was to set aside such service, as the writ had been irregularly renewed. It was contended on behalf of the defendant that the writ could not be renewed without the leave of the court or a judge as provided by ord. 8, r. 1. For the plaintiff it was contended that the writ was regularly renewed under the Common Law Procedure Act, 1852, and, although the leave of the court or judge was not obtained, such leave was not necessary, as the practice with regard to such renewal was still governed by the Common Law Procedure Act, 1852, and was in accordance with the practice of the Practice Masters' Rules (5), where it is laid down that such writs are renewed without leave (Annual Practice, p. 1161). At the conclusion of the arguments the court took time to consider their judgments, and the written judgment of the court was delivered by

CHARLES, J.—Under the Common Law Procedure Act, 1852, there was no limit placed upon the number of renewals of writs of summons which might be made, nor was it necessary for the plaintiff to shew that he had made reasonable efforts to serve the defendant. The plaintiff's right to renewal appears to have been absolutely unrestricted, and if the statute had still been in force and applicable to the plaintiff's case it would have been difficult to hold that the mere frequency of the successive renewals, or the fact of their having been made during a period in which the writ might have been served, constituted in themselves an abuse of the process of the court. But the Act of 1852 was repealed by the 46 & 47 Vict. c. 49, contemporaneous with the coming into operation of the rules of 1883. The preamble of the Act declares that it is expedient that various enactments which included the subject-matter provided for by the rules of 1873 and the amending Acts "be now expressly and specifically repealed"; and then section 5 goes on to enact that the repeal effected by the Act shall not affect—"(a) anything done or suffered before the passing of this Act," or "(b) any jurisdiction or principle or rule of law or equity, established or confirmed, or right or privilege acquired . . . by or under any enactment repealed by this Act"; and it is contended that these words keep the Common Law Procedure Act alive, so far as regards a writ issued prior to the Judicature Acts coming into operation. But we cannot come to that conclusion. The rules under the Judicature Act and this statute ought, we think, to be read together, and, having regard to the language of the rules, we are unable to hold that notwithstanding the repeal of the Act of 1852 the plaintiff can still act in a matter of civil procedure under its provisions. It was not, in our opinion, a right or privilege acquired within the meaning of section 5. The rules, therefore, are the only authority under which writs can be renewed, and unless they can be applied to writs issued prior to the Judicature Acts, as well as to those issued since, there is no authority at all for the renewal of the former class of writs, for since October 24, 1883, when the rules and 46 & 47 Vict. c. 49 came contemporaneously into operation, ord. 72, r. 2, cannot be relied on. That rule provided that, "Where no other provision is made by the Act or these rules the present procedure and practice remain in force." As Cotton, L.J., points out in *Re Busfield* (32 Ch. D. 123), even if no other provision is made, it is difficult to hold that this rule keeps on foot any practice or procedure contained in a repealed statute. "No person," says Mellish, L.J., in *Costa Rica v. Branger* (3 Ch. D. 69) "has a vested right in any course of procedure." But we do not decide this case on that ground, because we have come to the conclusion that ord. 8, r. 1, does make provision for writs prior to, as well as after, the Judicature Act. The prefatory note provides that the rules shall apply unless otherwise expressly provided, so far as may be practicable, to all proceedings taken on or after October 24, 1883, in all causes and matters then pending. There is no such express provision, for whatever may be the construction placed on ord. 72, r. 2, it certainly is not an express provision. Then ord. 8, r. 1, enacts:—[His lordship read the rule]. It is contended that these words do not apply and cannot be construed to include writs issued prior to the coming into operation of the Judicature Acts. . . . The

words are wide enough, in our opinion, to include all writs of summons, and, therefore, if we had been considering the matter in the interval between the coming into operation of the Judicature Act and the repeal of the Common Law Procedure Act, we should have held that the rule was applicable. But since the repeal of the Act of 1852 we consider it clear that the rules as to renewal form a complete code on the subject just in the same manner as the rules as to service out of the jurisdiction form a complete code on that subject: *Re Busfield* (32 Ch. D. 123); and are capable of being read, and should be read, as applicable to all writs of summons whenever issued. This construction of the rule is opposed to the prevailing practice. The practice masters, acting, we presume, under ord. 72, r. 2, have, at some period between 1880 and 1883, issued a direction that writs of summons before the Judicature Acts came into force may be renewed without an order. This direction, however, has no statutory authority. It cannot, in our judgment, be treated as a direction of the court under the Judicature Act, 1873, s. 22, and, even if it could, it cannot control the Rules of Court of 1883, which have parliamentary authority, and are expressly made applicable to pending proceedings. For the reasons above given we think that, on the coming into operation of the Judicature Act, 1875, and the rules, the rule as to renewals applied to all writs, whether issued before or after the Act. This being so, ord. 72, r. 2, does not apply. We further think that, even if we are mistaken in our construction of ord. 8, r. 1, ord. 72, r. 2, cannot be relied on by the plaintiff, the Common Law Procedure Act, 1852, now being repealed, and there being no words in the repealing statute to keep on foot for the plaintiff's benefit the unrestricted power of renewing this writ without an order. We should add that the defendant has not, in our opinion, waived the irregularity, and accordingly we order the service of this writ to be set aside, with costs.—COUNSEL, *Philbrick, Q.C.*, and *English Harrison*; *Sir C. Russell* and *A. T. Lawrence*. SOLICITORS, *Henry M. Dalton*; *Tatham & Procter*.

CRANE v. LAWRENCE—12th June.

MARGARINE ACT, 1887—"EXPOSING FOR SALE."

Case stated by metropolitan magistrate at Wandsworth, upon a summons under the Margarine Act, 1887 (50 & 51 Vict. c. 29), s. 6. The respondent was charged under the summons with exposing margarine for sale without its being in a marked case or having a label attached to it as margarine, as required under the section. The appellant, a police inspector, had entered the respondent's shop and asked for margarine. The respondent cut off  $\frac{1}{2}$  lb. from a parcel placed on the counter from behind a screen, so as not to be visible to customers unless they went behind the counter, which they were not allowed to do. The parcel had no label on it denoting the stuff to be margarine, nor was it in a case marked as margarine. It was contended that having margarine on the premises for sale amounted to exposing it for sale within the section, and, if so, the section required it to be labelled as such. No evidence was given of any intention, wilfully, to conceal the margarine or to pass it off as butter. Mr. Mead, the magistrate, dismissed the summons, but stated a case.

CAVE, J., held that the object of the Act was to insure to a customer in the shop the knowledge that he was buying margarine, so that he should not be left to point to something like butter, more or less, and choose it without its being made visible to him that it was margarine which he was about to purchase, and not pure butter. The "exposing for sale" was explained in the section by reference to the consequent labelling, which label was "so as to be visible to purchasers." That meant, that if it is exposed for sale it must be labelled so as to be visible, and it followed that it was not exposed unless it was in a position to be visible to purchasers. A man might have to keep a store in his cellar for want of room. It would be kept for sale, but it would not be exposed within the meaning of the section. It would be absurd to say that it must be labelled, though kept in a place where no one could see the label. "Exposing for sale" must be construed as exposing it in a shop in such a position as to induce a person coming into the shop to buy it. If so exposed, it must be labelled so as to be visible. A. L. SMITH, J., concurred, adding that the labelling only comes into play when the margarine is exposed so as to be visible to customers.—COUNSEL, *Earle*. SOLICITOR, *W. Young*.

## Bankruptcy Cases.

Ex parte ASHWIN, Re ASHWIN—O. A. No. 1, 6th June.

BANKRUPTCY—ORDER COMMITTING BANKRUPT FOR CONTEMPT OF COURT—WILFUL FAILURE TO DELIVER UP PROPERTY TO TRUSTEE—RIGHT OF APPEAL—BANKRUPTCY ACT, 1883, s. 24, SUB-SECTION 4; s. 104, SUB-SECTION 2—JUDICATURE ACT, 1883, s. 47.

In this case the question arose, whether there is any right of appeal from an order, made under sub-section 4 of section 24 of the Bankruptcy Act, 1883, committing a bankrupt for contempt of court. Section 24 imposes upon a debtor against whom a receiving order is made, and upon a debtor who is adjudged bankrupt, the performance of certain specified duties, and by sub-section 4 it is provided that, "if a debtor wilfully fails to perform any of the duties imposed on him by this section, or to deliver up possession of any part of his property which is divisible amongst his creditors under this Act, and which is for the time being in his possession or under his control, to the official receiver or to the trustee, or to any person authorized by the court to take possession of it, he shall, in addition to any other punishment to which he may be subject, be guilty of a contempt of court, and may be punished accordingly." By section 104 (2), "Orders in bankruptcy matters shall, at the instance of any person aggrieved, be subject to appeal as follows: (a) An appeal shall lie from the order of a county court to her Majesty's Court of Appeal; (b)

an appeal shall lie from the order of the High Court to her Majesty's Court of Appeal; (c) an appeal shall, with the leave of her Majesty's Court of Appeal, but not otherwise, lie from the order of that court to the House of Lords." By the Bankruptcy Appeals (County Courts) Act, 1884, a divisional court of the High Court is substituted for the Court of Appeal as the court of appeal from county courts. By section 47 of the Judicature Act, 1873, "No appeal shall lie from any judgment of the High Court in any criminal cause or matter, save for some error of law apparent upon the record, as to which no question shall have been reserved for the consideration of" the Court for Crown Cases Reserved. In the present case the appeal was against an order made by Cave, J., committing a bankrupt for contempt of court, on the ground that he had wilfully failed to deliver up to the trustee in the bankruptcy the title deeds of some real estate belonging to him. On the opening of the appeal the court raised the question, whether the order was not a "judgment in a criminal matter" within the meaning of section 47 of the Judicature Act, so that an appeal would not lie. But, on their attention being called to section 104 (2) of the Bankruptcy Act, 1883,

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) held that, by virtue of that sub-section, all orders in bankruptcy matters are appealable.

The appeal was then heard on the merits, but was dismissed.—COUNSEL, *Harper; J. G. Witt and Bartley Dennis*. SOLICITORS, *Morris & Rickards; Newman, Hays, & Co.*

### Solicitors' Cases.

*Re PALMER*—C. A. No. 2, 18th June.

SOLICITOR AND CLIENT—COSTS—AGREEMENT AS TO SOLICITOR'S REMUNERATION—VALIDITY—AGREEMENT BY MORTGAGOR FOR PAYMENT OF REMUNERATION TO MORTGAGOR'S SOLICITOR—RIGHT OF CLIENT TO TAXATION AFTER AGREEMENT—SOLICITORS' REMUNERATION ACT, 1881, ss. 3, 8.

This was an appeal against a decision of North, J. (*ante*, p. 474), upon the construction of the provisions contained in the Solicitors' Remuneration Act of 1881, with regard to agreements between a solicitor and his client, fixing the amount of the remuneration of the former. Section 8 of the Act provides:—"(1) With respect to any business to which the foregoing provisions of this Act relate, whether any general order under this Act is in operation or not, it shall be competent for a solicitor to make an agreement with his client, and for a client to make an agreement with his solicitor, before or after, or in the course of, the transaction of any such business, for the remuneration of the solicitor, for such amount and in such manner as the solicitor and the client think fit, either by a gross sum, or by commission or percentage, or by salary, or otherwise; and it shall be competent for the solicitor to accept from the client, and for the client to give to the solicitor, remuneration accordingly. (2) The agreement shall be in writing, signed by the person to be bound thereby, or by his agent in that behalf. (4) The agreement may be sued and recovered on, or impeached and set aside, in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor; and, if, under any order for taxation of costs, such agreement being relied on by the solicitor shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts and certify the same to the court; and, if, upon such certificate, it shall appear to the court or judge that just cause has been shown either for cancelling the agreement, or for reducing the amount payable under the same, the court or judge shall have power to order such cancellation or reduction, and to give all such directions necessary or proper for the purpose of carrying such order into effect, or otherwise consequential thereon, as to the court or judge may seem fit." Section 3 provides that "in this Act 'client' includes any person who as a principal, or on behalf of another, or as trustee or executor, or in any other capacity, has power, express or implied, to retain or employ, and retains or employs, or is about to retain or employ, a solicitor, and any person for the time being liable to pay to a solicitor for his services any costs, remuneration, charges, expenses, or disbursements." The business to which the Act relates is mentioned in section 2, and it includes (*inter alia*) "business connected with mortgages." The facts were as follows. In January, 1884, Slater was desirous of borrowing £300, on the security of some property belonging to him, and on January 21 he wrote the following letter to Palmer, a solicitor:—"I hereby request and instruct you to raise, or endeavour to raise, for me the sum of £300 at ten per cent. per annum, on the security of all my estate and interest under the will and in the property of the late Thos. Symons, and I hereby undertake to pay your costs (which I agree at £20, exclusive of money out of pocket) incurred and to be incurred in and about doing what is necessary, in your opinion, for the purpose of carrying out these instructions." This letter was signed by Slater. In pursuance of these instructions Palmer procured for Slater an advance of £300 on a mortgage of Slater's interest under the will in question, and out of the money so advanced Palmer retained £20 for costs. Palmer acted in the matter as solicitor for both mortgagor and mortgagee, and the £20 included the costs of both. Slater afterwards took out a summons asking that Palmer might be ordered to deliver to the applicant a bill "of all such his fees, charges, or disbursements as he claims to be due or paid, or as have been deducted by him from the applicant, or out of his moneys," and that the bill might be referred for taxation. It was contended on behalf of the applicant that the above letter did not constitute an agreement between a solicitor and his client within the meaning of the Act, at any rate, as regarded the mortgagee's costs, because, though a mortgagor is, by reason of the relation of mortgagor and mortgagee, liable to pay the

mortgagee's costs, he is not the agent of the mortgagee to retain a solicitor for him, and is not the client of the mortgagee's solicitor. On behalf of the solicitor it was argued that, when an agreement under the Act had been entered into, section 8 (4) did not enable the client to obtain an order for taxation merely for the purpose of impeaching and setting aside the agreement. North, J., held that the letter constituted an agreement within the Act. It was a retainer of the solicitor to act for the mortgagor, and an agreement to pay him the amount specified for costs. The sum which was to be paid, no doubt, included the costs of the mortgagee's solicitor, and the mortgagor had no authority to retain a solicitor for the mortgagee. But it was an authority, based on the supposition that the mortgagee would be content that the same solicitor should act for him, to incur the costs for him, and an undertaking to pay them. And, as to sub-section 4 of section 8, his lordship held that he could not make an order for taxation for the purpose of impeaching and setting aside the agreement. If an order for the taxation of costs were made, and the solicitor set up the agreement, the taxing master would have power to inquire into its validity, if the client objected that it was unfair or unreasonable. But here there was no order for taxation in existence, and such an order could not be made for the purpose.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the first point taken was, that the agreement was not within the Act, because the parties did not stand in the relation of solicitor and client. In his lordship's opinion the mortgagor had clearly, within the words of the Act, "retained or employed a solicitor," though the remuneration which he agreed to pay the solicitor was partly in respect of business in which he was not employed for the mortgagor. But the solicitor was his solicitor. The second point was that, notwithstanding the agreement, there could and ought to be a reference for taxation. But the appellant had not filed any affidavit impeaching the agreement, and though, in his lordship's opinion, if the agreement had been impeached, power was given to the court to make a reference for taxation, the very foundation of such an order was wanting in the present case. BOWEN and FRY, L.JJ., concurred. During the argument FRY, L.J., pointed out that, if the mortgagor was not a "client" within the meaning of the Act, there was nothing to prevent the parties from making any agreement they chose as to the solicitor's remuneration.—COUNSEL, *Quinn-Hardy, Q.C., and Farwell; Dunham*. SOLICITORS, *G. B. Crook; W. B. Palmer*.

*Re HOPPER*—C. A. No. 1, 18th June.

SOLICITOR—SUSPENSION—JURISDICTION—SOLICITORS ACT, 1883.

This was an appeal from the decision of a divisional court (Grantham and Charles, JJ.) suspending the solicitor from practice for three years. An application having been made against the solicitor by the official receiver in bankruptcy, the committee of the Incorporated Law Society reported that they found three of the five charges made against him to be made out. The first of these charges was that while acting as trustee of the marriage settlement of a Mr. and Mrs. Montgomery, he had withdrawn trust money which was invested, and had lent it to himself without security. The second charge was that, while acting as agent for a Miss Brown, he had used for his own purposes money which had been paid to him for her. The third charge was that he had retained the amount of a debt which he had recovered for a Mr. Younger, and had used it for his own purposes. The solicitor called no witnesses before the committee, and before the Divisional Court he did not appear. He now produced a joint-affidavit by himself and Mr. Montgomery, stating that what he had done had been by the consent and with the sanction of Mr. and Mrs. Montgomery. He also produced a letter from Mr. Montgomery, saying that it would be inconvenient, and, in his opinion, unnecessary, for him to appear to give evidence before the committee, and he stated that he was unable to pay Mr. Montgomery's expenses in order to bring him. A memorial, signed by seventy-five gentlemen of Newcastle and the neighbourhood, fifty-four of whom were practising solicitors, was also produced, which stated that the signatories maintained their respect and esteem for the solicitor, and considered him a fit and proper person to practise. It was contended for him that the acts of misconduct were not fraudulent or secret, and were not committed in his capacity of solicitor, and reliance was placed on *Re Blake* (3 E. & E. 34) and *Re Sparkes* (17 C. B. N. S. 727).

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.JJ.), without calling on counsel for the Incorporated Law Society, dismissed the appeal. Lord Esher, M.R., said that he thought the solicitor was a lucky man. If he (Lord Esher) had been a member of the court he should not have suspended him, but should have struck him off the rolls. There could be no doubt on the evidence that he had been guilty of gross misconduct, especially towards Mrs. Montgomery, a defenceless woman, to whom he acted as solicitor. He declined to believe the affidavit which had been filed. There was no affidavit from Mrs. Montgomery. The solicitor had not called either her or Mr. Montgomery before the committee, although he knew what grave charges were brought against him. Before the Divisional Court, although his professional reputation was at stake, he had not appeared at all. Now, it was said that the reason Mr. Montgomery did not come to give evidence was because the solicitor could not pay his expenses. Could it be believed that a friend, a fellow townsman, a brother solicitor, would stay away for such a reason? It was a most alarming thing for it even to be contended that a solicitor, knowing that he was on the verge of bankruptcy, was justified in spending money belonging to his clients. The memorial that had been put in was clearly obtained from people who were deceived as to his character. A solicitor always appeared to be an honest man until he was found out, for his respectable character was the very means by which he was enabled to commit such dishonourable actions. The court would decline to be



bound by any rules as to its being a criminal offence that had been committed, or that the offence was committed while the solicitor was acting as such. The only question for the court in such cases was, whether there was that proved against the solicitor which, in the careful and deliberate judgment of the court, showed that he was no longer fit to be trusted to the almost infinite extent to which a solicitor was trusted by his clients. If so the court were bound to say so and to punish the solicitor. No doubt there were many offences against morality which would not affect the certainty that a solicitor would act honestly; but directly that it appeared that he could not withstand temptation, either as to money or as to the giving of truthful advice, then he was no longer fit to hold the high position which he occupied as an officer of the court, and to obtain the confidence which was reposed in him by the public in right of that position. LINDLEY, L.J., said that it was a very bad case. He was convinced by the evidence that the solicitor was incapable of resisting the temptation of misappropriating other people's money over which he had the control. He was, therefore, unfit to be trusted, and the Divisional Court had acted most leniently in treating him as they had done. LORRIS, L.J., said that the very fact of a man being admitted to practise as a solicitor was a guarantee to the public that he was fit to be trusted. In his experience he knew of no case more deserving of condemnation than the present, and he hoped it would not be cited as a precedent for passing such light sentences for such offences as those committed by this solicitor. For his own part, if he had been one of the Divisional Court he should certainly have struck him off the rolls.—COUNSEL, *Henn Collins, Q.C.*, and *Hans Hamilton; Hollams. SOLICITORS, Hopper; E. W. Williamson.*

## LAW SOCIETIES.

### LAW ASSOCIATION.

At a meeting of the directors, held at the Hall of the Incorporated Law Society, on Thursday, the 13th inst., the following being present—viz.: Messrs. Sidney Smith (chairman), Clabon, Collinson, Cronin, Desborough, Lucas, Toovey, Spencer Whitehead, and Williamson, and Arthur Carpenter (secretary)—grants and donations amounting to £1,347 10s. were made to the widows and families of thirty-three members for the ensuing year, and £110 to the widows and daughters of seventeen non-members, and the ordinary general business was transacted.

## LAW STUDENTS' JOURNAL.

### THE JUNE FINAL.

Everybody was fairly pleased with the paper on conveyancing, but most of the candidates anathematized the equity paper which followed in the afternoon. The conveyancing paper calls for but little comment; the Settled Land Act, 1882, monopolized two questions, and the Trustee Act, 1888, and Conveyancing Act, 1881, were also touched on. The third question, "Define a trust, and distinguish between a bare trust and an active trust," would have been more appropriate in the equity paper, and the same may be said as to question fifteen, but as the questions were easy we expect but few candidates would grumble as to their position.

The equity paper, taken as a whole, was hard. There were at least five fairly stiff practice questions, the last of which, "What is the general rule as to the incidence of the costs in a partnership action?" was as easy as any. Question twenty-eight would be a trap for many who were rather confused as to the various bearings of section 10 of the Judicature Act, 1875, section 125 of the Bankruptcy Act, and the Preferential Payments in Bankruptcy Act, 1883. Recent cases were not much referred to, but the comparatively recent decision *Re Leigh*, as to the power of the court to compel a ward to execute a settlement, attracted the examiners' attention. Taken generally, we expect many candidates failed to get half marks on this paper. We append the common law paper, with references:—

#### COMMON LAW AND BANKRUPTCY.

1. A specially-indorsed writ is served on a defendant, who appears to it? By which of the parties to the action, plaintiff or defendant, is the next step to be taken, and within what time? (The plaintiff, see order 14.)
2. What are the requirements generally deemed essential for obtaining an order for substituted service of writ? (Ord. 9, r. 2, and notes in Annual Practice hereon.)
3. In what actions may a defendant, while denying his liability, pay money into court by way of satisfaction? What courses are open to the plaintiff when such payment in has been made? (Ord. 22, rr. 1, 5, 6.)
4. A. is B's creditor for £100. He agrees to accept £90 in discharge. B. pays the money. Is A. bound by his agreement? Supposing that B. consulted you before he paid the £90, what advice would you give him? (*Cumber v. Wane*, 1 Smith's Leading Cases, 357, and *Fokes v. Beer*, 9 App. Cas. 605.)
5. What is the effect of "stoppage in transitu"? Does it rescind the contract between the vendor and the purchaser? (Benjamin on Sales, 865—867.)
6. State the general rule as to the appropriation of payments in cases where there are several sums due from one person to another at different times, and the party liable to pay makes a payment not sufficient to discharge his liability in respect of his whole indebtedness. (Shirley's Leading Common Law Cases, 2nd edition, pp. 170, 171.)

7. Distinguish between an inland and foreign bill of exchange. (Bills of Exchange Act, 1882, s. 4.)

8. What are the exceptions to the rule *actio personalis moritur cum persona* in the case of actions by the personal representatives of a deceased person for torts committed against him? Distinguish between the exceptions at common law (if any) and those created by statute. (Pollock on Torts, pp. 52, 56—60.)

9. To what extent is a husband liable for his wife's torts—(a) committed before her marriage; (b) committed during her coverture. Can either of them sue the other for torts? (Married Women's Property Act, 1870, 1874, 1882, ss. 12, 2, and 14 respectively; *Seroka v. Kattenberg*; Married Women's Property Act, 1882, s. 12.)

10. Plaintiff has proved against defendant an intentional publication of defamatory matter. What alternative defences are open to defendant? (Pollock on Torts, pp. 219—235.)

11. If a document is required by law to be attested, how must its execution be proved before it can be used in evidence? (Stephen's Digest of Evidence, articles 69—71.)

12. In bankruptcy matters what successive appeals lie—(a) from orders of the High Court; (b) from orders of a county court. (Baldwin's Bankruptcy, 5th edition, pp. 24 and 27.)

13. What is the position of a discharged bankrupt in respect of his breaches of trust? How does the fact that he has committed a breach of trust affect the terms of his discharge? (Baldwin, 5th edition, pp. 401, 398.)

14. What is the duty of a sheriff in respect of goods sold under an execution in respect of a judgment for a sum exceeding £20? (Baldwin, p. 77.)

15. A. and B. were the assignees in the second bankruptcy of X, an undischarged bankrupt. X. had been allowed by the assignees in his first bankruptcy to trade on his own account. He acquired certain property and fraudulently assigned it to his son Y. In an action brought against him by A. and B., Y. endeavoured to protect himself by the title of the first assignees. Was he successful, and, if not, why? (Baldwin, pp. 41 and 164.)

### CALLS TO THE BAR.

The undermentioned gentlemen have been called to the Bar:—

LINCOLN'S INN.—Arthur William Young, M.A., Cambridge; Henry Sutherland Romer (Lincoln's Inn Scholarships in Real and Personal Property Law, 1885, and Equity, 1886), B.A., Cambridge; Ernest Joseph Schuster, Jur. D., Munich University; Theobald Mathew, B.A., Oxford; Arthur Edward Nathan, B.A., Cambridge; John Gordon Drummond Campbell, B.A., Oxford; George Harwood, M.A., London; Newland Francis Forester Smith, B.A., London; Edward Ogerton Barry, B.A., LL.B., Cambridge; Mark Lemon Romer, B.A., Cambridge; George Simon Alexander; William Smith Marriot, M.A., Oxford; John Finch Barry; Archibald Seth Smith; George Frederick Warner, B.A., Cambridge; and Frederick Samuel Augustus Bourne.

MIDDLE TEMPLE.—David Trevor Roberts, B.A., LL.B., Cambridge (Inns of Court Studentship 200 guineas in Jurisprudence and Roman Law); Arthur Rutherford, B.A., Brasenose College, Oxford (100 guineas studentship Roman Law and Jurisprudence, 1st class 50 guineas Middle Temple Real Property Scholar, 1st Class 100 guineas Middle Temple Equity Scholar); John Francis Taylor, barrister-at-law, King's Inns, Dublin; Herbert Welch Halton, University of London; James Crawford Ledlie, M.A., B.C.L., Oxford (Lecture Prize Equity, 1889); Lieutenant Herbert Wykeham Wickham, Christ Church, Oxford; James Ritchie Macoun, Royal University, Ireland; James Thomas Gruning Donaldson; Sheikh Muelehudin Mohamed, B.A., Cambridge; Walter Solomon Webber, Trinity Hall, Cambridge; Jogendra Nath Das Gupta, B.A., Calcutta University, B.A. and Exhibitioner, Balliol College, Oxford (Government of India Scholar, 1887, 30 guineas Middle Temple Real and Personal Property Scholar); Arthur de Mornay Bidoulat; Lambert John Blair Bond, B.A., Trinity College, Dublin (2nd class 30 guineas Middle Temple Real Property Scholar); Abdur Rahim, M.A., Calcutta University; Trevor Fitzroy Lloyd, B.A., Cambridge; Thomas Lennox Gilmour, Edinburgh University; Charles Edward Dyer, B.A., Cambridge; Arthur Dickson Home; José Leandro de Montbrun; Francis Augustus Duprey; Mohamed Shah Din, B.A., Punjab University (Council of Legal Education Lecture Prize, 1888-1889, in Roman Law, Jurisprudence, International Law, Middle Temple Campbell Foster Prize 10 guineas); George Hameon Dennies, London University; Arthur Robinson, B.A., Cambridge; Ernest Cecil Clark Firth, B.A., Lincoln College, Oxford (1st class 100 guineas Middle Temple Scholar Real Property); Frank Phillips (2nd class Middle Temple Equity 30 guineas Scholar); Walter Hughes, B.A., London University; Howard West Mowll, M.A., Christ's College, Cambridge; Skinner Turner, London University; Syed Ali Inam; Andrew Benjamin Brown; William Andrews; Frederic William Sherwood, B.A., Balliol College, Oxford; Chernoory Krishnan, B.A., Madras University, and Christ's College, Cambridge.

INNER TEMPLE.—George Glover Alexander, B.A., Cambridge, LL.B., London (holder of a first class studentship, awarded Hilary, 1888); Arthur Whitehead, M.A., Cambridge; Charles Thomas Young Robson, B.A., LL.B., Cambridge; Harry Butler Simpson, B.A., Oxford; William Miller Christy, B.A., Oxford; Joseph George Joseph, B.A., LL.B., London (holder of a scholarship in Real Property Law, awarded July, 1889); Charles Arathoon Owen Temple Gregory, B.A., Cambridge; Edwin Clay Barnes, B.A., Cambridge; Herbert John Allcroft, Philip Gay, B.A., Cambridge; Joseph Robinson Orford, B.A., Cambridge; Francis Joseph Green, Cambridge; Alfred Hardie, B.A., LL.B., Cambridge; Rowland Torrrens Hill, B.A., Oxford; David Falconer Tennant, B.A., Cambridge.

John Woolley Allen, B.A., Cambridge; Frederick Morgan de Saram, Alfred Bromet, B.A., Oxford; James Alexander Hay, B.A., Cambridge, (holder of a Scholarship in Real Property Law, awarded February, 1889); Edward Charles Robinson, M.A., London; Ralph Vincent Bankes, B.A., Oxford; Arthur Percival Buller, Cambridge; Pundit Uma Sankar Misra, and William Frederic Dominic Chambers, B.A., Cambridge.

GRAY'S INN. — David Wilson, M.A., Glasgow University; Charles Edward Ernest Damian, London University; and James Anstey Wild.

#### GRAY'S INN.

The bachelors of Gray's Inn have awarded to Mr. Charles Maturin the Bacon scholarship of £45 per annum, tenable for two years; to Mr. Arthur Sigfrid May the Holt Scholarship of £40 per annum, tenable for two years; to Mr. Thomas Bailey Clegg the Lee prize of £35, and a second prize of £10 10s. to Mr. William Henry Cromie. A studentship in jurisprudence and Roman Law of 100 guineas for two years has also been awarded to Mr. Charles Maturin at the Trinity Examination, 1890.

## LEGAL NEWS.

### OBITUARY.

Mr. BENJAMIN ADAM, solicitor, of Oakham, died on the 30th ult., at the age of 81. Mr. Adam was admitted a solicitor in 1834, and he had ever since practised at Oakham. He was for many years in partnership with the late Mr. William Adis, and more recently he was associated with his son, Mr. Benjamin Addington Adam, who was admitted a solicitor in 1872. In 1845 he became deputy-clerk of the peace for Rutlandshire, and in 1856 he was appointed clerk of the peace. He was also clerk to the lieutenancy and county treasurer, and he had many times filled the office of under-sheriff. Mr. Adam was a perpetual commissioner for Rutlandshire, and he was for many years clerk to the Oakham Burial Board, and clerk to the Commissioners of Taxes. In 1888 he resigned the clerkship of the peace and most of his other appointments, which were conferred upon his son. Mr. Adam was buried at Oakham on the 3rd inst.

Mr. JOHN CARRICK, solicitor (of the firm of Carrick & Lee), of Brampton and Haltwhistle, died at Brampton on the 10th inst. Mr. Carrick was the son of Mr. William Carrick, solicitor, of Brampton. He was admitted a solicitor in 1860, having served his articles with his father, with whom and with Mr. John Lee he was for many years in partnership. More recently, he was associated with Mr. James Blakelock Lee, who is registrar of the Haltwhistle County Court (Circuit No. 3) and clerk to the Commissioners of Taxes for Eakdale Ward. On his father's death, in 1877, Mr. Carrick was elected coroner for the Eastern Division of the county of Cumberland, and he was about the same time appointed registrar of the Brampton County Court (Circuit No. 3) and clerk to the county magistrates at Brampton. Mr. Carrick was deputy-steward of the Earl of Carlisle's Cumberland Manors, and a perpetual commissioner for the counties of Cumberland and Northumberland. He was married to the daughter of Mr. William Briggs, of Sunderland, and he leaves three sons and four daughters. Mr. Carrick was buried at Brampton on the 13th inst.

Mr. JAMES CALTHROP BARNHAM, solicitor, died at Norwich on the 10th inst., at the age of eighty-two. Mr. Barnham was admitted a solicitor about the year 1830, having served his articles with the late Mr. Grand, of Norwich. He was for several years in partnership with Mr. Frederick Watson, but he had retired from practice for several years. Mr. Barnham was for some time vice-chairman of the Norwich School Board. He was a governor of the Norfolk and Norwich Hospital, and a trustee of the Norwich City Charities. He was buried at Cingleford on the 14th inst.

### APPOINTMENTS.

Mr. GERALD AUBREY GOODMAN, barrister, has been appointed to act as Solicitor-General of Barbados. Mr. Goodman was called to the bar at the Middle Temple in June, 1885.

Mr. JOHN WORRELL CARRINGTON, D.C.L., C.M.G., Attorney-General of British Guiana, has been appointed Chancellor of the Diocese of Guiana. Mr. Carrington is the fourth son of Mr. Nathaniel Worrell Carrington. He was educated at Lincoln College, Oxford, and he has received the degree of D.C.L. from the University of Durham. He was called to the bar at Lincoln's Inn in Trinity Term, 1872. He was Solicitor-General of Barbados from 1877 till 1881, when he was appointed Attorney-General, and he was Chief Justice of St. Lucia and Tobago from 1882 till 1889, when he was appointed Attorney-General of British Guiana. He was recently created a Companion of the Order of St. Michael and St. George.

Sir JACOBUS PETRUS DE WET, has been appointed Political Agent in the Transvaal. Sir J. De Wet is the eldest son of Mr. Jacobus De Wet. He is a B.A. of the University of London, and he was called to the bar at the Inner Temple in Trinity Term, 1863. He was Solicitor-General of the Cape Colony from 1873 till 1878, and recorder of Griqualand West from 1878 till 1880, when he was appointed Chief Justice of the Transvaal. He received the honour of knighthood in 1883, and in the same year he acted as Chief Justice of Ceylon.

Mr. JAMES HEYGATE, solicitor, of Wellingborough, has been appointed Registrar of the Wellingborough County Court (Circuit No. 36), in suc-

cession to the late Mr. George Hodson Burnham. Mr. Heygate was admitted a solicitor in 1867.

Mr. BENJAMIN BRIDGES HUNTER RODWELL, Q.C., has been elected Vice-President of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions for the ensuing year.

Mr. JOHN SPOURS NICHOLSON, solicitor, of Sunderland, has been appointed clerk to the Washington School Board. Mr. Nicholson is also clerk to the Boldon and Thornley School Boards. He was admitted a solicitor in 1884.

Mr. WILLIAM ROBERT COOPER, solicitor (of the firm of Coaks, Rackman, Cooper, & Sayer), of Norwich, has been appointed Clerk to the Magistrates for that city, in succession to Mr. George Butler Kennett, who has been elected Town Clerk of Norwich. Mr. Cooper was admitted a solicitor in 1873. He has been for several years clerk to the magistrates for the Blofield Division of Norfolk.

Mr. JAMES ABRAHAM MCCARTHY, barrister, has been appointed Queen's Advocate for the colony of Sierra Leone. Mr. McCarthy is the eldest son of Mr. James Benjamin McCarthy. He was called to the bar at the Inner Temple in January, 1879.

Mr. HUGH WILLIAM PEARSON, solicitor, of Malton and Helmsley, has been appointed Deputy-Coroner for the Pickering Division of the North Riding of Yorkshire. Mr. Pearson was admitted a solicitor in 1871.

Mr. LOUIS FOHLMANN FOSTER, solicitor (of the firm of Foster & Winter), of Halifax, has been appointed a Notary Public.

Mr. JAMES ARTHUR HUDSON, solicitor of the firm of Brierley & Hudson), of Rochdale, has been appointed a Commissioner for Oaths.

Mr. JOHN EDWARD ALCOCK, solicitor, of Mansfield, in the county of Nottingham, has been appointed a Commissioner of Oaths.

### CHANGES IN PARTNERSHIP.

#### DISSOLUTIONS.

GEORGE AUGUSTUS PALMER and JOHN JAMES ROCKETT, solicitors (Palmer & Rockett), Southsea. May 22.

JOHN JACKSON SUDBURY and CHARLES THELWELL ABBOTT, solicitors (Abbott, Jenkins, & Abbott), New-Inn, London. December 31.

[Gazette, May 30.]

#### GENERAL.

The Dublin correspondent of the *Times* says that a singular action, arising out of the fatal collision at Armagh, in which the liability of railway companies is sought to be pushed to an extreme limit, came before Mr. Justice O'Brien and Mr. Justice Johnson in the Queen's Bench Division on the 13th inst. upon a motion, on behalf of the defendants, the Great Northern Railway Company, for liberty to plead and demur. The plaintiff, an infant girl named Walker, was not born at the time of that occurrence, but her mother, being *enroute*, was a passenger by the ill-fated train, and received a severe shock. The collision occurred in June, 1888, and the plaintiff was born in December following, and it is alleged that the effect of the accident to her mother was to cause the plaintiff, who sues by her father, to be born a cripple. The court granted liberty to plead and demur, directing that the demurrer should be disposed of in the first instance, the costs to be costs in the cause.

In the House of Commons on Monday Mr. Pickersgill asked the Secretary of State for the Home Department whether his attention had been called to the following remarks by the Lord Chief Justice in delivering judgment in the recent case of *Dixon v. Wells*:—"A practice appears to have risen up of magistrates' clerks hearing complaints and taking summonses to any magistrates to be signed, they being ignorant of the case and not knowing whether there is a *prima facie* case or not. A looser practice, and one more likely to lead to injustice, I cannot conceive. . . . It may often happen that summonses are issued without any case whatever. I cannot regard a summons so issued in direct defiance of the Act as a summons issued under it." And whether, especially in the interest of poor persons who could not pay for professional assistance, he would issue a Home Office Circular to magistrates' clerks drawing their attention to the matter, and to the observations thereupon of the Lord Chief Justice. Mr. Matthews said: I have seen a report of the case in question. I have consulted the best authority within my reach, and I am advised that there is no reason to suppose the law is not well known which makes the issue of a summons an act of judicial discretion, depending on the nature of the information or complaint laid before a justice, and incapable of being delegated to his clerk or anybody else; and that it would not be desirable to issue any circular which either limited this discretion or suggested any other rules than those which follow from *Jervis's* Act.

At Bow-street Police Court, before Sir John Bridge, on the 12th inst., Archibald Jocelyn, formerly a solicitor's clerk, now carrying on business as Walter Wood, 24, High Holborn, appeared to a summons charging him with unlawfully, wilfully, and falsely pretending to be duly qualified to act as an attorney or solicitor, and that he was recognized by law as so qualified. Mr. F. K. Manton appeared on behalf of the Incorporated Law Society, and Mr. Bodkin, barrister, defended. Mr. Manton said the proceedings were instituted under the 12th section of 37 & 38 Vict. c. 68, against the defendant, who had commenced an action against a person named Robert Clark to recover some money under the Bills of Exchange Summary Process Act. The process necessary in the Mayor's Court was first to fill in the amount of the claim in a *procipe*, and afterwards to fill



in a plaint with particulars, to be served on the defendant. In the plaint he had written the word "accountant" and struck out the printed word "solicitor," but had not described himself as an accountant in the *prose*, which was the only document filed in court or brought to the attention of the official. He served Clark with the plaint to recover £6 13s. 4d. and £1 13s. 4d. costs. In due course Clark called and paid these amounts by instalments, but demurred at paying the costs. Mr. Munton said the costs mentioned would be correct if a solicitor had acted in the matter and had gone so far as judgment, which Joselyn admitted he never did, because he allowed a Mayor's Court order to go against him to refund everything except the out-of-pocket fee of 4s. 6d. on issuing the plaint. Mr. Bodkin, in defence, urged that it was a mistake of the issuing clerk's, and that the defendant did not personally attend at the office, the actual work being done by a youth, who was called and gave evidence to that effect; but in cross-examination by Mr. Munton the witness admitted that at least on half-a-dozen occasions he had issued similar summonses by the defendant's order, and had thus become acquainted with the process. Sir John Bridge said, this being a criminal proceeding, it was necessary to bring home the offence with a clear evidence, and although it was a case fraught with great suspicion, and the Law Society had very properly instituted the proceedings, it was within the range of possibility that the defendant had no criminal intention. It might have been a mistake by an official, and as the boy had shown by his evidence that the defendant did not attend personally to issue the plaint, he would dismiss the summons, but without costs.

Mr. Montague Crackenthorpe, Q.C., in discussing the liabilities of trustees, in the interesting article in the *Contemporary Review*, to which we referred last week, says:—Let me first take cases of liability arising from the holding of shares in joint-stock companies. It is common knowledge that anyone who allows himself to be registered as a shareholder in such a company, is liable to pay all sums of money that may be lawfully called up on his shares. What is not generally known is that an executor or trustee who is registered as such, becomes liable for these calls, as between himself and the company, out of his own private means, and that his liability is not measured by the amount of his testator's assets, or the value of the trust estate. When the company is unlimited, as, for example, many banking companies are, the risk which an executor or trustee runs is simply incalculable. Some fearful examples of this were furnished a few years ago by the failure of the City of Glasgow Bank. This bank was a joint-stock partnership, created in 1839, and was registered as an unlimited company in 1862. The bank did a considerable business for many years, but suspended payment in 1878, and went into liquidation shortly afterwards. The stock of the bank was at this time held by a large number of persons in Scotland, and there was nothing beyond the fact that the bank was registered as an unlimited company to indicate to the holders that they were under any liability. Among the holders were many trustees and executors who had been registered as such, and also in their individual names, pursuant to deeds of transfer duly executed by them. The liabilities of the bank turned out to be enormous, and calls were made in the winding up on the persons so registered for an amount far beyond the amount of their trust funds. The Court of Session in Scotland, and the House of Lords, held this to be a lawful proceeding. The fact that the qualification of trustee or executor was appended to the individual names did not in their opinion place the trustees in a better position as regards personal liability than any of the other partners. The consternation and ruin produced by this judgment it is even now painful to contemplate. In one case, a poor sempstress having received a legacy of £100, had consulted a benevolent patron as to what she should do with it. He suggested an investment in stock of this Glasgow Bank; and in order to save her trouble, volunteered that the investment should be made in his own name, and that he should receive the dividends on her behalf and transmit them as they fell due. When the bank was wound up, this self-constituted trustee, who occupied a first-class position in Scotland, found himself a ruined man. He had undertaken a trust, and the measure of his liability was not the pocket of the poor sempstress, which was usually empty, but his own private means, which were ample for himself and his family, but inadequate to the demands of the bank's creditors. This instance is only one out of hundreds. So terrible and widespread was the havoc that it called forth the following remarkable expression of feeling from Earl Cairns, who moved the judgment of the House of Lords: "It is difficult," he said, "to use words which will adequately express the sympathy I feel for all those who have been overwhelmed in the disaster of the Glasgow Bank, and that sympathy is peculiarly due to those who, without possibility of benefit to themselves, and probably without any trust estate behind sufficient to indemnify them, have become subject to loss or ruin by entering, for the advantage of others, into a partnership attended with risks of which they probably were forgetful, or which they did not fully realize. The duty of your lordships is, however, to declare the law, and of the law applicable to this case your lordships can, I think, entertain no doubt." It may be added that it is not easy to see how the trusts of the stock of this particular banking company, or of any other company similarly constituted, could have been accepted without involving the risk of the distressing consequences that actually ensued. The law might, no doubt, be altered by enacting that wherever the trust property involves, irrespectively of the terms of the trust, the payment of any call or other like liability, the trustee is to be liable only to the extent of the trust property. But such a sweeping provision would in the case of unpaid shares do quite as much injustice as it aims at curing, by adding to the pecuniary burdens of the remaining members of the company. . . . The courts have now laid down the sensible rule that a trustee sufficiently discharges his duty if, in manag-

ing the trust affairs, he takes all those precautions which an ordinary prudent man of business would take in managing similar affairs of his own. From this it follows that wherever a usual course of business exists, a trustee is justified in pursuing it although it involves the trust property in risk by reason of the dishonesty or insolvency of an agent. Let me illustrate this by an example. Some few years ago, a trustee of a will who was authorized to invest the trust money on stock of municipal corporations, employed, at the request of the testator's family, a broker to purchase corporation debenture stock for £15,000. The broker in due course of business forwarded to the trustee the usual bought note which purported to be subject to the rules of the London Stock Exchange, and obtained from the trustee a cheque for the purchase-money upon the representation that it was payable the next day, which was the next account day on the Exchange. The broker turned out to be a rogue. He appropriated the £15,000 to his own use, and then absconded and was no more heard of. Vice-Chancellor Bacon held the trustee liable, on the ground that he ought not to have trusted the broker with the cheque, on the faith of the bought note. But this decision was reversed by the Court of Appeal, and the reversal was affirmed by the House of Lords. . . . As regards the recent legislative changes to which I have above adverted, they are too numerous and too miscellaneous to be here stated in detail. They will be found embodied in the Trustee Act of 1888, and the Trustee Investment Act of 1889, and have more than a professional interest. Nothing more seems to be now compassable beyond an extension of these statutes so as to meet new cases of hardship where they arise, as they are sure to do. Unfortunately, the Legislature cannot always intervene in time. But for this there is no help. Every law, which is afterwards amended, presses hardly while it remains in force. It is too much to expect that the law affecting trustees should furnish the solitary exception to the rule.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAT.	Mr. Justice CHITTY.
Monday, June . . . . .	Mr. Pugh	Mr. Farmer	Mr. Leach
Tuesday . . . . .	Beal	Rolt	Godfrey
Wednesday . . . . .	Pugh	Farmer	Leach
Thursday . . . . .	Beal	Rolt	Godfrey
Friday . . . . .	Pugh	Farmer	Leach
Saturday . . . . .	Beal	Rolt	Godfrey
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Monday, June . . . . .	Mr. Clowes	Mr. Lavie	Mr. Pemberton
Tuesday . . . . .	Jackson	Carrington	Ward
Wednesday . . . . .	Clowes	Lavie	Pemberton
Thursday . . . . .	Jackson	Carrington	Ward
Friday . . . . .	Clowes	Lavie	Pemberton
Saturday . . . . .	Jackson	Carrington	Ward

### THE SUMMER ASSIZES.

NOTICE.—In cases where no note is appended to the names of the circuit towns both civil and criminal business must be ready to be taken on the first working day; in other cases the note appended to the name of the circuit town indicates the day before which civil business will not be taken. In the case of circuit towns to which two judges go there will be no alteration in the old practice.

NORTH WALES, CHESTER, AND GLAMORGAN (Lord Coleridge, C.J.).—Newtown, Tuesday, July 8; Dolgelly, Friday, July 11; Carnarvon, Tuesday, July 15; Beaumaris, Saturday, July 19; Ruthin, Tuesday, July 22; Mold, Thursday, July 24; Chester, Saturday, July 26; Swansea, Saturday, August 2. Two judges will go to the last two places.

SOUTH WALES AND CHESTER (Stephen, J.).—Haverfordwest, Monday, July 7; Lampeter, Thursday, July 10; Carmarthen, Monday, July 14; Brecon, Friday, July 18; Presteign, Thursday, July 24; Chester, Saturday, July 26; Swansea, Saturday, August 2. Two judges will go to the last two places.

HOMER (Denman, J.).—Guildford, Friday, July 4 (Wednesday, July 9); Maidstone, Friday, July 11 (Wednesday, July 16); Exeter, Tuesday, July 22; Winchester, Saturday, July 26; Bristol, Tuesday, August 5. Two judges will go to the last three places.

WESTERN (Denman and Mathew, JJ.).—Salisbury, Monday, July 7; Dorchester, Thursday, July 10; Wells, Monday, July 14; Bodmin, Friday, July 18; Exeter, Tuesday, July 22; Winchester, Saturday, July 26; Bristol, Tuesday, August 5. One judge only will go to the first four places.

MIDLAND (Pollock, B., and Hawkins, J.).—Aylesbury, Thursday, June 26; Bedford, Saturday, June 28; Northampton, Thursday, July 3; Oakham, Tuesday, July 8; Leicester, Wednesday, July 9; Lincoln, Saturday, July 12; Nottingham, Friday, July 18; Derby, Friday, July 25; Warwick, Tuesday, July 29; Birmingham, Saturday, August 2.

OXFORD (Cave and Lawrence, JJ.).—Reading, Thursday, June 26; Oxford, Monday, June 30; Worcester, Thursday, July 3 (Saturday, July 5); Gloucester, Wednesday, July 9 (Friday, July 11); Monmouth, Tuesday, July 15 (Thursday, July 17); Hereford, Saturday, July 19; Shrewsbury, Wednesday, July 23 (Thursday, July 24); Stafford, Monday, July 28; Birmingham, Saturday, August 2. One judge only will go to the first seven places.

SOUTH-EASTERN (Huddleston, B.).—Huntingdon, Thursday, July 3; Cambridge, Saturday, July 5; Bury St. Edmunds, Wednesday, July 9.

(Saturday, July 12); Norwich, Wednesday, July 16 (Monday, July 21); Chelmsford, Saturday, July 26; Hertford, Thursday, July 31; Lewes, Tuesday, August 5.

**NORTHERN (A. L. Smith and Vaughan Williams, JJ.).**—Appleby, Tuesday, July 1; Carlisle, Thursday, July 3 (Friday, July 4); Lancaster, Monday, July 7 (Wednesday, July 9); Manchester, Monday, July 14; Liverpool, Saturday, July 26. One judge only will go to the first three places.

**NORTH-EASTERN (Wills and Charles, JJ.).**—Newcastle, Wednesday, July 9; Durham, Thursday, July 17; York, Thursday, July 24; Leeds, Wednesday, July 30.

Day and Grantham, JJ., will remain in town.

### WINDING UP NOTICES.

*London Gazette.*—FRIDAY, June 13,  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**B. MORRIS & SONS, LIMITED.**—Petn for continuance of the voluntary winding up, presented June 11, directed to be heard before Kay, J., on Saturday, June 21 Morley & Co, Gresham House, Old Broad st, solors for petners

**CARDIFF AND NEWCASTLE STEAM COAL CO, LIMITED.**—Petn for winding up, presented June 11, directed to be heard before Chitty, J., on Saturday, June 21 Lowless & Co, Martin's lane, Cannon st, solors for petners

**COLONIAL AND FOREIGN MINING SYNDICATE, LIMITED.**—By an order made by Chitty, J., dated June 7, it was ordered that the syndicate be wound up Speechley, New Inn, Strand, solors for the petnr

**NEW FLORENCE MINING CO, LIMITED.**—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts and claims to Dudley J. C. Bush and J. Cecil Bull, 61 Winchester st Wilkins & Co, solors for liquidators

**THE BUENA VENTURA CO, LIMITED.**—Creditors are required, on or before July 31, to send particulars of their claims, in writing, to Richard Donagan and H. Swfield, 4, Queen st pl, London

**THE SOUTH DURHAM ALKALI CO, LIMITED.**—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts and claims, to Robert MacCurrah, Zetland bldg, Middlesborough Jackson & Jackson, Middlesborough, solors for liquidator

**THE TILPHERAGE CO, LIMITED.**—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts and claims, to Marlborough Robert Fryer, 50, Old Broad st Birkham & Co, Old Broad st, solors for the liquidator

COUNTY PALATINE OF LANCASTER.  
LIMITED IN CHANCERY.

**JOHN TATHAM & SONS, LIMITED.**—The Vice-Chancellor has, by an order, dated April 26, appointed Ernest Crewdson, 5, Norfolk st, Manchester, to be official liquidator

**STANDARD BANK OF MANCHESTER, LIMITED.**—Petn for winding up, presented June 9, directed to be heard before Bristowe, V.C., at the Assize Courts, Strangeways, Manchester, on Thursday, June 16, at 10.30 Storer & Co, Manchester, solors for petner

### FRIENDLY SOCIETIES DISSOLVED.

**COLTTON UNITED SOCIETY OF FEMALES, Ship Inn, Redcliffe Hill, Bristol** June 9  
**FRIENDLY SICK AND BURIAL SOCIETY, Wesleyan Methodist Chapel, Baglatae, Lancaster** June 11  
**FRIENDSHIP LODGE OF FEMALE DRUIDS, Co-operative Stores, Rochdale rd, Bacup, Lancaster** June 11

*London Gazette.*—TUESDAY, June 17,  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ARTHUR ROBERTS CO, LIMITED.**—Petn for winding up, presented June 11, directed to be heard before Chitty, J., on June 28 Lewis & Churchman, Chancery lane, solors for petner

**BIRMINGHAM ORCHESTRA HALLS, LIMITED.**—North, J., has, by an order, dated May 28, appointed Henry Newson Smith, 37, Walbrook, to be official liquidator Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts and claims, to the above Thursday, July 21, at 12, is appointed for hearing and adjudicating upon the said debts and claims

**FARTHING LETTER CARD CO, LIMITED.**—By an order made by Chitty, J., dated June 7, it was ordered that the company be wound up Beall & Co, Tower-chambers, London-wall, solors for petnr

**JOSEPH PAGE & CO, LIMITED.**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Hubert League, 38, Barton-arcade, Manchester

**LOTHAMNER GAS MANUFACTURING CO, LIMITED.**—Chitty, J., has, by an order, dated May 23, appointed William Shingby Ogle, 80, Cannon-street, to be official liquidator Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts and claims to the above Thursday, July 31, at 12, is appointed for hearing and adjudicating upon the said claims

**MORTGAGE AND AGENCY CO OF AUSTRALASIA LIMITED.**—Petn for winding up, presented June 16, directed to be heard before Stirling, J., on June 28 Linklater, & Co, Bond-st, Walbrook, solors for petners

**THE ROSE HILL GOLD CO, LIMITED.**—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts and claims, to Messrs. Renshaw, 2, Suffolk lane, Cannon st

**THE SYDNEY GODOLPHIN TIN MINING CO, LIMITED.**—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry Richards, 11, Poultry chambers Abbott & Co, Fenchurch st, solors for liquidator

**WEST COUNTRY HOUSE, FACTORY, LAND, AND INVESTMENT CO, LIMITED.**—Petn for winding up, presented June 14, directed to be heard before North, J., on Saturday, June 28 Hickson & Fox, Lincoln's inn fields, solors for petners

COUNTY PALATINE OF LANCASTER.  
LIMITED IN CHANCERY.

**KILBOURN REFRIGERATING MACHINE CO, LIMITED.**—By an order made on June 4, it was ordered that the voluntary winding up of the company be continued Norris & Sons, Liverpool, solors for petners

### FRIENDLY SOCIETY DISSOLVED.

**PATH OF RIGHTCOURTESY BENEFIT SOCIETY, 3, St Alb st** June 13

**WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 60, opposite Town Hall, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—(Adv.)

### CREDITORS' NOTICES.

#### UNDER ESTATES IN CHANCERY.

*London Gazette.*—TUESDAY, June 10.

**BROWNE, Rev PHILIP, Edgbaston.** July 10. Gabriel v Sney, Chitty, J. Milward, Fleet st  
**DAWSON, JAMES, Liverpool, Hairdresser.** July 5. Dawson v Dawson, Registrar, Liverpool. James, Lord st, Liverpool  
**FFARRINGTON, WILLIAM JAMES, West Cowes, I.W., Esq.** July 10. Hippley v Farrington, Kay, J. Braikenridge, Bartlett's bldg, Holborn  
**MUSTAFA, MUSTAFA, Queen's rd, Finsbury park.** June 30. Mustapha v Wedlake, Stirling, J. Letts, Serjeants' inn, Fleet st  
**STANBROUGH, ARABELLA MARIA MALET, Waldegrave park, Twickenham.** July 15. Barrow v Barrow, Chitty, J. Norman, New st, Carey st

*London Gazette.*—FRIDAY, June 13.

**BECK, WILLIAM, Worthing, Sussex.** July 7. Hollands v Beck, Chitty, J. Collt & Minton, Worthing  
**BRYANT, WILLIAM CHARLES, York bldg, Adelphi, Gent.** July 16. Skourton v Bryant, North, J. Lynch, Arundel st, Strand  
**HENSWORTH, Rev AUGUSTUS BAKER, Bacton, Suffolk.** July 10. Carnegie v Hensworth, Chitty, J. Ridsdale & Son, Gray's inn sq  
**KINGSMAN, WILLIAM JOHN, Plaistow, Essex, Beer Retailer.** July 12. Kingsman v Gooch, Kay, J. Fawcett, Oulim st, Fenchurch st  
**NEEDHAM, JOSEPH, Taddington, Derby, Innkeeper.** July 7. Bennett v Needham, Stirling, J. Goodwin, Bakewell  
**SPEAR, JAMES, Colne, Lancashire.** July 14. Speak v Speak, Registrar, Preston. Edeleston, Preston  
**WALKER, HUGH, Middleton by Wirksworth, Derby, Grocer.** July 7. Sheffield Banking Co v Clayton, Stirling, J. James, Wirksworth  
**WOODS, GEORGE FRANCIS, Whitefriargate, Kingston upon Hull, Hosier.** July 4. Hull Banking Co v Woods, Kay, J. Champney, Kingston upon Hull

*London Gazette.*—TUESDAY, June 17.

**SHIRLEY, FRANCES, Camden rd.** July 22. Sherwin v Skipper, Chitty, J. Skipper, London Wall  
**WINGFIELD, WEST ALBERT ALLWOOD, Handley, Chester, Innkeeper.** July 10. Salmon v Wingfield, North, J. Brassey, Chester

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, June 13.

**AINSWORTH, SARAH, Southport.** Aug 2. Farrar & Hall, Manchester  
**ASHWORTH, JOHN ASHWORTH, Didcot, Clerk in Holy Orders** July 19. Walsh, Exeter  
**AXTILL, THOMAS, Ramsgate, Gent.** Aug 16. Edwards & Son, Ramsgate  
**BAINES, WILLIAM NEWBOLD, Fenchurch bldg.** July 15. Snow & Co, College hill, Cannon st  
**BATLEY, JOSEPH HIRST, Huddersfield.** July 17. Brook & Co, Huddersfield  
**BIRD, HENRY, Fleet st, Advertising Agent.** Aug 11. Dod & Co, Berner st  
**BLANT, SAMUEL, Burton on Trent, Brewer's Manager.** July 31. J. & W. J. Drewry, Burton on Trent  
**BOLTON, WILLIAM, Bedlington Colliery, Northumberland, retired Innkeeper.** July 31. Brown, Newcastle upon Tyne  
**BULL, CHARLES, Bedford row, Solicitor.** July 19. Palmer & Bull, Bedford row  
**BULLER, JOHN FRANCIS, Morval, Cornwall, Esq.** July 12. Bewes & Co, Stonehouse, Plymouth  
**BURT, THOMAS SEYMOUR, Dorking, Surrey, F.R.S.** July 15. Carr, High Holborn  
**CHAMBERLAIN, JAMES, Sheffield, Gent** July 21. Howe, Sheffield  
**CLAY, LYDIA, Castle Donington, Leics.** August 1. Barber & Co, Derby  
**COWIE, JAMES READ, Babbicombs, Devon.** July 15. Kitsons & Co, Torquay  
**DEWAR, JAMES RAYMOND JOHNSTONE, Thorpe le Soken, Essex, retired Lieutenant in the Artillery.** July 14. Steavenson & Couidwell, Gracechurch st  
**EMMOTT, GEORGE, Wood Bank, nr Disley, Stockport, Civil Engineer.** July 12. Pensonby & Carlile, Oldham  
**FURBY, ROBERT, Moss Side, nr Manchester, Gent.** July 23. Needham & Co, Manchester  
**GARDNER, THOMAS HICKS, Exeter.** Aug 1. Burch & Son, Exeter  
**GODDARD, FREDERICK THOMAS, Frimley, Surrey, Baker.** July 21. Potter & Crandwell, Farnham  
**GURDALL, JEMIMA, Gloucester terr, Hyde Park.** July 26. Harris, Coleman st  
**HARRISON, JOHN, Summerlands, nr Kendal.** Esq. July 10. Harrison & Milne, Kendal  
**HOPLEY, JOHN, Goole, Yorks, Fish Dealer.** July 19. Laverack & Son, Hull  
**HUNT, JOEL, Isle Abbots, Somerset, Yeoman.** July 31. Sandford, Taunton  
**JAMES, FRANCIS, Palatine rd, Stoke Newington.** June 20. Romain, Court chambers, Stoke Newington rd  
**JOHNSON, HANNAH, Wellingborough.** Sept 20. Henry, Wellingborough  
**LIDDLE, SARAH, Pentonville rd.** July 25. Wedlake & Co, Serjeant's inn, Fleet st  
**LOVE, ELIZABETH, Lancaster gate, Paddington.** July 12. Morse & Co, King st, Chesham  
**MOSELEY, DAVID, Croesycunlog, Llanvrechva Lower, Mon, Farmer.** July 15. Watkins, Pontypool  
**NORMANSELL, MARY, Bayswater ter.** July 12. Wild & Wild, Ironmonger lane, Chesham  
**PENNINGTON, EDWARD, Manchester rd, Cabitt Town, Pawnbroker.** July 19. Froddoot & Chaplin, John st, Bedford row  
**POWELL, GEORGE BENJAMIN, Nottingham, Surgeon** July 13 W. Goddard, 58, Mansfield rd, Nottingham  
**SANDILANDS, HELEN, Little rd, Fulham** July 11 Tatton & Son, Lower Phillimore pl, Kensington  
**SCALE, MARY JANE, Llanhowell, Pembs** July 15 Eaton-Evans & William, Havfordwest  
**SKILLAR, FREDERICK, Larkhall rise, Clapham, Gent** July 13 Kingston, Fitzroy st, Fitzroy sq  
**SHARP, HELEN, Tenby, Pembs** July 14 Lock, Tenby  
**SMITH, HENRY ABEL, Wilford House, Notts, Esq.** July 19. Parr & Butlin, Nottingham  
**STOBY, ELLEN, Kingston upon Hull** July 15. Barker, Hull  
**TAYLOR, JOHN, Moleford rd, Poole pk, Fulham, Cabinet Maker.** Aug 1. Thomson & Wilson, Kendal  
**TODD, WILLIAM RICHARD, Kingston upon Hull, Gent.** July 15. Barker, Hull  
**TURNER, ANN, Old Chilwell, Notts.** July 10. Manning, Nottingham



## London Gazette.—TUESDAY, June 17.

BARTLETT, ANN WRENCH, Teignmouth. July 1. Tozer & Co, Teignmouth and Dawlish  
 BEAMES, ELLEN, Malmesbury, Wilts. July 14. Clark & Smith, Malmesbury  
 BEAUCLEER, PENILOPE, Great Chesterford, Essex. July 19. Walker & Co, Theobald's rd. Gray's Inn  
 COWAN, HENRY, Stanley crescent, Notting Hill, Esq. Aug 1. Montagu, Bucklersbury  
 HUSSEY DR BURGHE, ALEXANDER AVERIL, Carnarvon, Solicitor. August 1. Ford & Co, Bloomsbury sq  
 FARMER, JOHN, Upper Amstons, Salop, Farmer. August 2. How & Son, Shrewsbury  
 FARMER, THOMAS, Upper Amstons, Salop, Farmer. August 2. How & Son, Shrewsbury  
 GALL, BENJAMIN DAVID, Woodbridge, Suffolk, Pharmaceutical Chemist. July 22. Welton, Woodbridge  
 GURNEY, JOSEPH JOHN, Lakenham Old Hall, Norwich, Clerk in Holy Orders. July 30. Young & Co, St. Mildred's st, Poultry  
 HIBBERT, ANNA ANDREWS, Southport. Aug 1. Buck & Co, Southport  
 HIBBERT, MARIA, Southport. Aug 1. Buck & Co, Southport  
 HOWARD, AARON, Manchester. July 19. Wright, Manchester  
 HOYLE, JOHN, Newchurch, Lancs, Solicitor's Clerk. July 12. Knowles & Thompson, Newchurch  
 HUNT, HENRY, Page st, Westminster, Leather Cutter. July 14. Draper, Vincent sq  
 LESLIE, HON LYDSTON HORTON HAWORTH, Walbrook. July 21. Griffiths & Co, George st, Mansion House  
 MARSHALL, GEORGE, Gracechurch st, Solicitor. Aug 1. Winch & Greensted, Sittingsbourne  
 MAY, JAMES, Sheffield, Gent. July 23. Ryalls & Son, Sheffield

MILTON, JOHN, Abertillery, Mon, Tinplate Worker. Aug 1. Webb, Pontypool  
 MORRIS, GEORGE SCULTHORPE, Bretforton, Worcs, Clerk in Holy Orders July 28. Myrth & Cox, Evesham  
 MOSSENDEN, THOMAS, Richmond, Surrey, Esq. July 23. Skewes Cox, Red Lion sq  
 PLUMB, JANE, Lower Sapley, Worcs July 30. Dyson, Birmingham  
 PULLAN, JOSEPH, Horsforth nr Leeds, Bleacher July 21. Snowden & Co, Leeds  
 RINTON, JOHN BROWNE, Westgate on Sea, Kent, formerly Officer in the Army. July 16. Ravenscroft & Co, John st, Bedford row  
 ROBINSON, EDWARD, Burleydam, nr Whitchurch, Salop, Gent. July 31. Tatlock, Chester  
 SEYMOUR, WILLIAM HENRY, Park pl. Englefield Green, Surrey, Esq. July 14. Ravenscroft & Co, John st, Bedford row  
 SMITH, JAMES ADOLPHUS, Winchcombe, Glos, Surgeon Major. Aug 16. Wood, Winchcombe  
 TODD, EDWARD, Altrincham, Chester, Gent. July 12. Dandy & Paterson, Manchester  
 TURNER, JOHN, High Wycombe, Bucks, Surgeon. July 31. Marshall, High Wycombe  
 TURNER, JOHN, Liverpool, Stationer. July 18. Martin & Co, Liverpool  
 TYSON, JOSEPH, Langdale, Westmoreland, Farmer. July 15. Gately, Ambleside  
 VAUGHAN, THOMAS HENRY, Hove, Sussex, Lodging-house Keeper. July 14. Nye, Brighton  
 WARD, MARGARET, Hedon in Holderness, Yorks. July 12. Park & Son, Kingston upon Hull  
 WARNER, SARAH, Murchall Hall, nr Wolverhampton July 19. Burder & Janion, Manchester  
 WILLIAMSON, ALFRED, Leeds, Shurebroker. August 1. Ford & Warren, Leeds

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 13.  
 RECEIVING ORDERS.

AIRD, JOHN, Liverpool, Fish Dealer Liverpool Pet June 11 Ord June 11  
 BAKER, WILLIAM, Salisbury, Accountant Salisbury Pet May 24 Ord June 10  
 BALLARD, JAMES JULIAN, Liverpool, Draper Liverpool Pet June 11 Ord June 11  
 BENNETT, THOMAS WILLIAM, Kennington Park rd, Furniture Dealer High Court Pet June 11 Ord June 11  
 BOOTH, JOHN, Runcorn, Farmer Warrington Pet June 10 Ord June 10  
 BRADLEY, WILLIAM ROBERT, Sheffield, Draper Sheffield Pet June 10 Ord June 10  
 BRUBBY, THOMAS, High st, Hampstead, Coffee House Keeper High Court Pet June 9 Ord June 9  
 BURN, ROBERT EDWARD, Morpeth, Grocer Newcastle on Tyne Pet June 10 Ord June 10  
 BURTON, HERBERT, Derby, Cabinet Maker Derby Pet June 9 Ord June 9  
 CALLOUT, JOSEPH, Maidenhead, Boot Maker Windsor Pet June 10 Ord June 10  
 COOKE, WILLIAM HENRY, Church rd, Wimbledon, Hiding Master Kingston Pet June 9 Ord June 9  
 CRAVEN, ALFRED E, Warwick sq, Belgrave rd, Pimlico, of no occupation High Court Pet May 3 Ord June 10  
 CURTIS, FREDERICK, Barnstaple, Grocer Barnstaple Pet June 9 Ord June 9  
 DALTON, MICHAEL GIBSON, Kingston upon Hall, Wholesale Drysalter Kingston upon Hall Pet June 9 Ord June 9  
 DALZIEL, THOMAS, Windsor, Travelling Draper Windsor Pet May 22 Ord June 7  
 DAVIES, GEORGE, Penarth, Glam, Milk Seller Newport, Mon Pet June 10 Ord June 10  
 DAMES, H N LONGWORTH, Cornhill, Stock Broker High Court Pet April 15 Ord June 10  
 DRAKE, JOSHUA, Bradley, nr Huddersfield, Tailor Huddersfield Pet June 11 Ord June 11  
 DE MESARIS, RODOLPH, Gt Portland st, Agent for Apparatus for the Cure of Consumption High Court Pet June 9 Ord June 9  
 DOVE, DAVID, New Leeds, Leeds, Photographic Artist Leeds Pet June 10 Ord June 10  
 ENDACOTT, WILLIAM, Newton Abbot, Devon, Baker Exeter Pet June 9 Ord June 9  
 FINNIS, THOMAS HORNBET, Walmer, Kent, Innkeeper Canterbury Pet June 9 Ord June 9  
 GRAVELLY, EDWARD RICHARD, Southampton, Cycle Dealer Southampton Pet June 9 Ord June 9  
 HAWES, WALTER, Northfleet, Kent, Grocer Rochester Pet June 9 Ord June 9  
 HERMAN, LEWIS, and ISIDOR DAVIDSON, Manchester, Cap Manufacturers Manchester Pet June 10 Ord June 10  
 HOOK, JOHN JAMES, Midsomer Norton, Somerset, Watchmaker Wells Pet June 10 Ord June 10  
 HUGHES, EUGEN, Swansea, Blacksmith Swansea Pet June 10 Ord June 10  
 IRENDER, THOMAS BURNER, Folkestone, Builder Canterbury Pet June 10 Ord June 10  
 ISAACS, MICHAEL, Cecil st, Mile End rd, Costumer's Salesman High Court Pet June 10 Ord June 10  
 JONES, DAVID, Ceflan, Cardiganshire, Farmer Cardiganshire Pet June 7 Ord June 7  
 KIBBY, H E, Chesapeake, Solicitor High Court Pet April 3 Ord May 31  
 KITCHEN, JOHN, and JOHN PICKLES, Burnley, Contractors Burnley Pet June 11 Ord June 11  
 LAMB, WILLIAM, Brighton, Indianrubber Dealer Brighton Pet May 17 Ord June 11  
 LATHAM, FREDERICK, Nantwich, Builder Nantwich Pet June 9 Ord June 9  
 LEARMOUTH, JAMES, Shields, Oil Dealer Newcastle on Tyne Pet May 26 Ord June 11  
 LOVRY, AARON HUGHES, Gawcott, Bucks, Commer-

cial Traveller Banbury Pet June 10 Ord June 10  
 MACFEE, ROBERT FALCONER, Liverpool Incorporated Accountant Liverpool Pet May 30 Ord June 11  
 MANNING, HENRY, Totterdown, nr Bristol, Cider Merchant Bristol Pet June 10 Ord June 10  
 MCLACHLAN, JOHN, Glynneath, Glam, Solicitor Swansea Pet June 9 Ord June 9  
 MILLER, ANX, and JAMES CROOK, Shio Tavern passage, Leadenhall Market, Fish Salesmen High Court Pet June 7 Ord June 9  
 MORRIS, RICHARD, Latham, nr Ormskirk, Farmer Liverpool Pet May 30 Ord June 11  
 NEIL, PHILIP, Jermyn st, St James's, Gent High Court Pet May 21 Ord June 11  
 PADFIELD, EDWARD, Frons, of no occupation Frons Pet June 9 Ord June 9  
 PRYERKILL, HENRY, South Shields, Draper Newcastle on Tyne Pet May 28 Ord June 9  
 PUTLEY, JAMES, Bear lane, Wine Cooper High Court Pet June 11 Ord June 11  
 PYE, HENRY STOCKMAN, Exeter, late Butcher Exeter Pet June 11 Ord June 11  
 READMAN, WILLIAM, Whitby, Yorks, Plesterer Stockton-on-Tees and Middlesbrough Pet June 10 Ord June 10  
 RHIND, JOHN, late the Crescent, Minorities, Provision Merchant High Court Pet May 20 Ord June 11  
 ROSS, JOHN CHARLES, Birmingham, Restaurant Keeper Birmingham Pet June 11 Ord June 11  
 SMITH-LEWIS, CHARLES MORRIS, Elm Park gardens, Fulham rd, Gent High Court Pet June 10 Ord June 10  
 SPRAGGE, SARAH JANE, Battle, Sussex Coal Merchant, Hastings Pet June 9 Ord June 9  
 STEMPSON, WILLIAM RUSSELL, Denver, Norfolk, Farmer King's Lynn Pet June 11 Ord June 11  
 STRINGER, EMILY, Manchester, Licensed Victualler Manchester Pet May 22 Ord June 11  
 SYMES, HENRY, Liverpool, Furniture Dealer Liverpool Pet June 11 Ord June 11  
 TADOR, JOHN FREDERICK, Love lane, Billingsgate, Fish Merchant High Court Pet May 7 Ord June 9  
 TIPPING, EDWARD, Crayford, Kent, Builder Rochester Pet June 11 Ord June 11  
 WALMSLEY, CHRISTOPHER, Barrow in Furness, Produce Factor Barrow in Furness Pet June 10 Ord June 10  
 WARD, ISAAC, Nottingham, Grocer Nottingham Pet June 9 Ord June 9  
 WOOTTON, ALLAN, Brackley, Northamptonshire Builder Banbury Pet June 10 Ord June 10  
 WYLES, WILLIAM, Bedford, House Agent Bedford Pet June 9 Ord June 9

## FIRST MEETINGS.

ATHERTON, JOHN, Wolverhampton, Plumber July 14 at 11 Off Rec, Wolverhampton  
 BAKER, WILLIAM, Salisbury, Accountant June 21 at 2 Off Rec, Salisbury  
 BERSCH, EDWARD, Ashford, Builder June 30 at 2 Angel and Crown Ho, Staines  
 BROWN, ALFRED, and JOHN BROWN, Yeading, Yorks, Cloth Manufacturers June 21 at 3 Off Rec, 2, Park row, Leeds  
 BURN, ROBERT EDWARD, Morpeth, Grocer June 24 at 2.50 Off Rec, Pink lane, Newcastle on Tyne  
 BURTON, HERBERT, Derby, Cabinet Maker June 20 at 1 Off Rec, St James's chambers, Derby  
 CHADWICK, W. B., late Queen Victoria st, Gent June 24 at 2.50 33, Owey st, Lincoln's inn fields  
 COLLIER, JAMES, and CHARLES COLLIER, Commercial st, Spitalfields, Coffee Masters June 21 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 DAVIES, GEORGE, Penarth, Glam, Milkdealer June 24 at 12 Off Rec, Council chambers, Corn st, Newport, Mon

## ADJUDICATIONS.

BALDWIN, RICHARD, Camden row, Peckham rd, Builder High Court Pet March 15 Ord June 9  
 BARNES, HENRY HERBERT, Brighton, Musical Instrument Vendor Brighton Pet Jan 29 Ord June 10  
 BOOTH, JOHN, Runcorn, Farmer Warrington Pet June 10 Ord June 10  
 BRADLEY, WILLIAM ROBERT, Sheffield, Draper Sheffield Pet June 10 Ord June 10  
 BROWN, ALFRED, and JOHN BROWN, Yeading, Yorks, Cloth Manufacturers Leeds Pet June 9 Ord June 10  
 BURN, ROBERT EDWARD, Morpeth, Grocer Newcastle on Tyne Pet June 10 Ord June 10  
 BURTON, HERBERT, Derby, Cabinet Maker Derby Pet June 7 Ord June 9  
 CALLOUT, JOSEPH, Maidenhead, Bootmaker Windsor Pet June 10 Ord June 10  
 COSTER, BENJAMIN, and GEORGE TACK, Whitechapel rd, Cigar Manufacturer High Court Pet June 9 Ord June 11  
 CURTIS, FREDERICK, Barnstaple, Grocer Barnstaple Pet June 7 Ord June 11

DAVIES, GEORGE, Penarth, Glam, Milk-seller New-  
port, Mon Pet June 10 Ord June 10  
DAVIS, THOMAS, Newent, Glos, Farmer Gloucester  
Pet May 14 Ord June 9  
DOVE, DAVID, New Leeds, Yorks, Photographic  
Artist Leeds Pet June 10 Ord June 10  
DRAKE, JOSHUA, Bradley, nr Huddersfield, Tailor  
Huddersfield Pet June 11 Ord June 11  
ENDACOTT, WILLIAM, Newton Abbot, Devon, late  
Baker Exeter Pet June 9 Ord June 9  
FITZGERALD, JOSEPH PRABSON, Woking, Surrey,  
Timber Merchant Guildford and Godalming  
Pet May 19 Ord June 10  
HAWES, WALTER, Northfleet, Kent, Grocer Rochester  
Pet June 9 Ord June 9  
HERMAN, LEWIS, and ISIDORE DAVIDSON, Hightown,  
Manchester, Cap Manufacturers Manchester  
Pet June 10 Ord June 10  
HUGHES, HUGH, Swansea, Blacksmith Swansea  
Pet June 10 Ord June 10  
ISAACS, MICHAEL, Cecil st, Mile end rd, Costumier's  
Salesman High Court Pet June 10 Ord June 11  
KITCHEN, JOHN, and JOHN PROCKLES, Burnley, Con-  
tractors Burnley Pet June 11 Ord June 11  
LACEY, CHARLES, Piccadilly, Tailor High Court  
Pet May 29 Ord June 11  
LEE, JOHN ROGERS, Croydon, Draper Croydon  
Pet May 27 Ord June 10  
MACQUEEN, JAMES, Falcon rd, Battersea, Dyer  
Wandsworth Pet June 8 Ord June 9  
MANNING, HENRY, Tottenham, nr Bristol, Cider  
Merchant Bristol Pet June 10 Ord June 11  
MCCLACHLAN, JOHN, Glynnesth, Solicitor Swansea  
Pet June 9 Ord June 9  
PADFIELD, EDWARD, Frome, of no occupation Frome  
Pet June 9 Ord June 9  
PARKER, MILLS, Maidenhead, Coal Merchant  
Windsor Pet May 27 Ord June 9  
PRARMAN, GEORGE, late Charlotte st, Fitzroy sq,  
Boot Manufacturer High Court Pet May 1  
Ord June 10  
PYE, HENRY STOCKMAN, Exeter, late Butcher Exeter  
Pet June 11 Ord June 11  
READMAN, WILLIAM, Whitby, Yorks, Plasterer  
Stockton on Tees and Middlesbrough Pet June  
10 Ord June 10  
RICHARDS, JOHN, Wantstead, Essex, Nurseryman  
High Court Pet May 20 Ord June 10  
ROSS, JOHN CHARLES, Birmingham, Restaurant  
Keeper Birmingham Pet June 11 Ord June 11  
SNYDER, FREDERICK HALL, Winchester House, Old  
Broad st, Director of the Snyder Dynamite Pro-  
jectile Co High Court Pet Jan 18 Ord June 10  
STIMPSON, WILLIAM RUSSELL, Denver, Norfolk, Far-  
mer King's Lynn Pet June 11 Ord June 11  
WALMLEY, CHRISTOPHER, Barrow in Furness, Pro-  
duce Factor Barrow in Furness Pet June 10  
Ord June 10  
WALLIS, H. E., Holborn circus High Court Pet  
Feb 11 Ord June 11  
WARD, ISAAC, Nottingham, Grocer Nottingham Pet  
June 9 Ord June 9  
WEST, W., West Beech rd, Noel park, Wood Green,  
Builder Edmonton Pet April 10 Ord June 9  
WILLIAMS, ROBERT SHEL, and WILLIAM MILLNER,  
Boote, Paint Dealers Liverpool Pet May 19  
Ord June 11  
WOODHOUSE, JOSEPH, Nottingham, Solicitor Not-  
tingham Pet May 13 Ord June 9  
WOOTTON, ALLEN, Brackley, Northamptonshire,  
Builder Banbury Pet June 10 Ord June 10  
WYLLIE, WILLIAM, Bedford, House Agent Bedford  
Pet June 9 Ord June 9

London Gazette.—TUESDAY, June 17.

#### RECEIVING ORDERS.

BARBER, BENJAMIN, Rochdale, Clog Dealer Oldham  
Pet June 11 Ord June 11  
BIETWISTLE, HILTON, Padiham, Lanes, Machine  
Agent Burnley Ord June 13  
COTTINGHAM, HENRY, Plumpton, Sussex, Grocer  
Lewes and Eastbourne Pet June 12 Ord June 12  
COZENS, JOHN FOAT, Canterbury, Builder Canter-  
bury Pet June 13 Ord June 13  
DENNISON, JAMES, Halifax, Coachbuilder Halifax  
Pet June 13 Ord June 13  
DOWDING, WALTER, Regent st, Hosier, & Co High  
Court Pet May 31 Ord June 13  
EARL, JOHN DANIEL, St George's, Glos, Bootmaker  
Bristol Pet June 10 Ord June 13  
GARBETT, ARTHUR, Brookley, Kent, Brewer Green-  
wich Pet June 12 Ord June 12  
HARTLEY, HENRY, Pottery, Bowley Regis, Staffs,  
Haulier West Bromwich Pet June 12 Ord  
June 12  
HARPER, JOHN, Coalport, nr Ironbridge, Salop,  
Butcher Madeley Pet June 12 Ord June 12  
HARPER, TOM, Abingdon, Berks, Baker Oxford Pet  
June 14 Ord June 14  
HARTLEY, BAMFORD, Wardle, nr Rochdale, Fuller  
Miller Oldham Pet June 11 Ord June 11  
HILL, HENRY, Buxhall, Suffolk, Clerk in Holy Orders  
Bury St Edmunds Pet June 13 Ord June 13  
JONES, JOHN E., Llandysul, Cardiganshire, Timber  
Merchant Carmarthen Pet May 30 Ord  
June 12  
JONES, THOMAS, Aberdare, Boot Dealer Aberdare  
Pet June 12 Ord June 12  
JONES, THOMAS, Blaenau, Mon, Ironmonger Tredegar  
Pet June 11 Ord June 11  
OUTWIN, JOHN THOMAS, Deal, Innkeeper Canterbury  
Pet June 12 Ord June 12  
OWEN, JOHN, Burton-on-Trent, Builder Burton-on-  
Trent Pet May 30 Ord June 9  
PIRECE, WILLIAM EDWARD, High Wycombe, Builder  
Aylesbury Pet June 13 Ord June 13  
PULMAN, THOMAS, Thruhn, Ayrington, Tailor  
Blackburn Pet May 19 Ord June 13

RANDALL, RICHARD, Broadstairs, Kent, Draper  
Canterbury Pet June 13 Ord June 13  
REEVES, HILDEBRAND ATTWOOD WOOSTER, East  
Gridstead, Sussex, Architect Tunbridge Wells  
Pet May 24 Ord June 13  
ROSE, HENRY, York, Baker York Pet June 12 Ord  
June 12  
SIMPSON, FREDERICK CHARLES, Leeds, Clothing  
Manufacturer Leeds Pet June 12 Ord June 12  
SMITHETT, FLORA EMILY, Trebovir rd, Earl's Court,  
Widow High Court Pet May 10 Ord June 12  
STEELE, ARTHUR ROBERT, Belle Vue, Sandal Magna,  
Yorks, Surgeon Wakefield Pet June 13 Ord  
June 13  
THOMPSON, ALFRED, and MORDAUNT DICEY, Milk at  
bldgs, Manufacturers Agents High Court Pet  
June 13 Ord June 13  
THORNTON, BENJAMIN, Bradford, Joiner Bradford  
Pet June 13 Ord June 13  
VON DER SMISSEN, ERNEST LOUIS AUGUSTUS GRAVES,  
Melrose terr, West Kensington Park High  
Court Pet May 24 Ord June 13  
WILLIAMS, ELIAS, Holyhead, Ironmonger Bangor  
Pet June 13 Ord June 13  
WILLIAMS, JOHN, Dinas, Llanestyn, Carnarvonshire,  
Labourer Portmadoc and Blaenau Festiniog  
Pet June 12 Ord June 12  
WILLIAMS, MORRIS, Llanystumdwy, Carnarvonshire,  
Farmer Portmadoc and Blaenau Festiniog  
Pet June 11 Ord June 11  
WOOD, CHARLES, Weston super Mare, Baker Bridg-  
water Pet June 11 Ord June 12  
WRIGHT, CHARLOTTE, Woolwich, Plumber Green-  
wich Pet June 13 Ord June 13

The following amended notices is substituted for  
that published in the London Gazette of June 13.

STIMPSON, WILLIAM RUSSELL, and GEORGE STIMPSON,  
Denver, Norfolk, Farmer King's Lynn Pet  
June 11 Ord June 11

#### FIRST MEETINGS.

BARBER, BENJAMIN, Rochdale, Clog Iron Dealer  
June 25 at 4.30 Townhall, Rochdale  
BLAKE, WILLIAM FRANK, Glasshouse st, Regent st,  
Buckton Manchester June 27 at 2.10 Bank-  
ruptcy bldgs, Portugal st, Lincoln's inn fields  
BLERKOWE, JOHN, Kiddaminster, Journeymen Bell-  
haager June 25 at 2.15 Roden & Dawes, Sollici-  
tors, Kidderminster  
COVESOR, WILLIAM, Dudley, formerly Grocer June  
24 at 12 Dudley Arms Hotel, Dudley  
CURTIS, FREDERICK, Barnstable, Grocer June 25 at  
11 Off Rec, 52, Hammersmith st, London  
DAITON, MICHAEL, Gibson, Kingston upon Hull,  
Wholesale Drysalter June 25 at 13 Off Rec,  
Trinity house lane, Hull  
DOVE, DAVID, New Leeds, Leeds, Photographic  
Artist June 25 at 11 Off Rec, 22, Park row,  
Leeds  
EARL, JOHN DANIEL, St George, Glos, Bootmaker  
July 2 at 1 Off Rec, Bank chmbrs, Bristol  
EDWARDS, ALBERT EDWIN, Elmwell, Suffolk, Grocer  
June 24 at 12 Off Rec, Ipswich  
FINNIS, THOMAS HORNEBY, Walmer, Kent, Innkeeper  
June 17 at 9.30 Off Rec, 5, Castle st, Canterbury  
HARPER, JOHN WEAVER, Coalport, nr Ironbridge,  
Butcher June 25 at 12 County Court Office,  
Madeley  
HARTLEY, BAMFORD, Wardle, nr Rochdale, Fuller  
Miller June 25 at 3.45 Tow-hall, Rochdale  
HAWKES, HENRY JAMES, Royal Leamington Spa,  
Tobacconist June 24 at 11 Off Rec, 17, Hertford  
st, Coventry  
HOOK, JOHN JAMES, Midsomer Norton, Somerset,  
Watchmaker July 2 at 1.30 Off Rec, Bank  
chmbrs, Bristol  
HUGHES, HUGH, Swansea, Blacksmith June 25 at  
12.30 Off Rec, 97, Oxford st, Swansea  
INDENEN, THOMAS BURREN, Folkestone, Builder  
June 20 at 12.30 73, Sandgate rd, Folkestone  
ISAACS, MICHAEL, Cecil st, Mile End rd, Costumier's  
Salesman June 25 at 1 33, Carey st, Lincoln's  
inn fields  
JONES, DAVID, Cellan, Cardiganshire, Farmer June  
24 at 11 Off Rec, 11, Quay st, Carmarthen  
KENYON, JOHN EDWIN, Bridgewater, Butcher June  
27 at 10.30 Bristol Arms Hotel, Bridgewater  
KURMAN, ISRAEL MOSES, Commercial rd, Watchjobber  
June 25 at 2.30 33, Carey st, Lincoln's inn fields  
LATHAM, FREDERICK, Nantwich, Builder June 25 at  
11 Royal Hotel, Crewe  
LEE, JOHN ROGERS, Croydon, Draper June 21 at 12  
24, Railway approach, London Bridge  
LLOYD, JAMES HENRY, The Parade, Enfield, Manu-  
facturer June 25 at 11 33, Carey st, Lincoln's  
inn fields  
LOCHART, HERBERT EDWARD, Lutz, Beds, Sollici-  
tor June 26 at 11 Court-house, Luton  
MANNING, HENRY, Tottenham, Bristol, Cider Mer-  
chant June 21 at 11 Off Rec, Bank chmbrs,  
Bristol  
MCCLACHLAN, JOHN, Glynnesth, Glam, Solicitor June  
25 at 13 Off Rec, 97, Oxford st, Swansea  
MCCLAUGHLIN, VIVIAN, Stanley gds, Kensington  
park, Gent June 24 at 11 Bankruptcy bldgs,  
Portugal st, Lincoln's inn fields  
MORRIS, RICHARD, Latham, Ormskirk, Farmer June  
26 at 8 Off Rec, 35, Victoria st, Liverpool  
NEWTON, EMILY, Anerley, Surrey, Widow June 24 at  
14 24, Railway approach, London Bridge  
OUTWIN, JOHN THOMAS, Deal, Innkeeper June 30 at  
8.15 Black Horse Hotel, Deal  
PADFIELD, EDWARD, Frome, of no occupation June  
26 at 12.30 Off Rec, Bank chmbrs, Bris ol  
PALMER, ARTHUR JOHN, Long lane, Bermondsey, Oil  
Man June 25 at 12 33, Carey st, Lincoln's inn  
fields  
PRARMAN, GEORGE, late Charlotte st, Fitzroy sq, Boot

Manufacturer June 24 at 12 33, Carey st,  
Lincoln's inn fields  
PITKIN, ALFRED JOSEPH, Dunstable, Beds, Butcher  
June 26 at 10.30 Court house, Luton  
POLKETT, JOHN METCALLE, Chanery lane, Solicitor  
June 24 at 1 33, Carey st, Lincoln's inn fields  
ROBERTS, JOHN, King's rd, Chelsea, Draper June 25  
at 11 33, Carey st, Lincoln's inn  
ROSE, HENRY, York, Baker June 26 at 13 Off Rec,  
York  
SAVIRE, JOSEPH, Westow hill, Upper Norwood, Wine  
Dealer June 26 at 12 33, Carey st, Lincoln's inn  
STARR, ALBERT EDWARD, Frome, Hairdresser June  
26 at 12.15 Off Rec, Bank chmbrs, Bristol  
STARR, JOSEPH, Berkeley, Somerset, Market Gar-  
dener June 26 at 12 Off Rec, Bank chmbrs,  
Bristol  
STEELE, ARTHUR ROBERT, Belle Vue, Sandal Magna,  
Yorks, Surgeon June 24 at 11 Off Rec, Bond  
ter, Wakefield  
THORNTON, BENJAMIN, Bradford, Joiner June 27 at  
11 Off Rec, 31, Manor row, Bradford  
TIPPING, EDWARD, Crayford, Kent, Builder June 25  
at 12.30 Off Rec, High st, Rochester  
WARD, ISAAC, Nottingham, Grocer June 24 at 11  
Off Rec, St Peter's Church walk, Nottingham  
WILLAN, ANTHONY, Kendal, Draper June 26 at 10.45  
Off Rec, Highgate, Kendal

#### ADJUDICATIONS.

AIRD, JOHN, Liverpool, Fish Dealer Liverpool Pet  
June 11 Ord June 12  
BAKER, WILLIAM, Salisbury, Accountant Salisbury  
Pet May 28 Ord June 12  
BARBER, BENJAMIN, Rochdale, Clog Iron Dealer  
Oldham Pet June 11 Ord June 11  
BENNETT, THOMAS WILLIAM, Kennington park rd,  
Furniture Dealer High Court Pet June 11 Ord  
June 11  
BROWN, HARRY, Rhyl, Hotel Keeper Bangor Pet  
May 27 Ord June 14  
CUMMINGS, HENRY, Royal Princess's Theatre, Oxford  
st High Court Pet April 11 Ord June 14  
DOWSETT, HERBERT, Fleethy, Essex, Farmer  
Chelmsford Pet May 3 Ord June 10  
EDWARDS, ALBERT EDWIN, Elmwell, Suffolk, Grocer  
Bury St Edmunds Pet June 5 Ord June 14  
GARBETT, ARTHUR, Brookley, Kent, Brewer Green-  
wich Pet June 12 Ord June 12  
GRAVELEY, EDWARD RICHARD, Southampton, Cycle  
Dealer Southampton Pet June 9 Ord June 13  
HARPER, JOHN WEAVER, Coalport, nr Ironbridge,  
Salop, Butcher Madeley Pet June 12 Ord  
June 12  
HARPER, TOM, Abingdon, Berks, Baker Oxford Pet  
June 14 Ord June 14  
HARTGILL, WILLIAM, Salisbury, Builder Salisbury  
Pet June 7 Ord June 14  
HARTLEY, BAMFORD, Wardle, Rochdale, Fuller Miller  
Oldham Pet June 11 Ord June 11  
HILL, HENRY, Buxhall, Suffolk, Clerk in Holy  
Orders Bury St Edmunds Pet June 13 Ord  
June 13  
ILES, HENRY JOSHIAH, Liverpool, Wholesale Stationer  
Liverpool Pet May 24 Ord June 14  
JONES, DAVID, Cellan, Cardiganshire, Farmer Car-  
marthen Pet June 7 Ord June 12  
JONES, THOMAS, Aberdare, Boot Dealer Aberdare  
Pet June 12 Ord June 12  
JONES, THOMAS, Blaenau, Mon, Ironmonger Tredegar  
Pet June 11 Ord June 11  
LAMB, WILLIAM, Brighton, India-rubber Dealer  
Brighton Pet May 17 Ord June 14  
MAYHEW, HENRY, Ware, Herts, Grocer Hertford  
Pet June 4 Ord June 12  
MORRIS, RICHARD, Latham, nr Ormskirk, Farmer  
Liverpool Pet May 30 Ord June 13  
OUTWIN, JOHN THOMAS, Deal, Innkeeper Canterbury  
Pet June 11 Ord June 12  
OWEN, JOHN, Burton-on-Trent, Builder Burton-on-  
Trent Pet May 30 Ord June 9  
RAMMAGE, ARTHUR W., New Broad st, Civil  
Engineer High Court Pet April 19 Ord  
June 12  
ROSE, HENRY, York, Baker York Pet June 11 Ord  
June 12  
SIMPSON, FREDERICK CHARLES, Leeds, Clothing  
Manufacturer Leeds Pet June 12 Ord June 12  
SMITHETT, FLORA EMILY, Trebovir rd, Earl's Court,  
Widow High Court Pet May 10 Ord June 13  
SPRAGGE, SARAH JANE, Battle, Sussex, Coal Mer-  
chant Hasling's Pet June 9 Ord June 13  
STEELE, ARTHUR ROBERT, Belle Vue, Sandal Magna,  
Yorks, Surgeon Wakefield Pet June 13 Ord  
June 13  
TADON, JOHN FREDERICK, Love lane, Billingsgate,  
Fish Merchant High Court Pet May 7 Ord  
June 13  
THORNTON, BENJAMIN, Bradford, Joiner Bradford  
Pet June 13 Ord June 13  
VON DER SMISSEN, ERNEST LOUIS AUGUSTUS GRAVES,  
Melrose terr, West Kensington park High Court  
Pet May 24 Ord June 13  
WILLIAMS, ARTHUR JOHN, and STEPHEN HENRY FAY,  
New Stone bldgs, Chanery lane, Cement Mer-  
chants High Court Pet April 21 Ord June 13  
WILLIAMS, ELIAS, Holyhead, Ironmonger Bangor  
Pet June 12 Ord June 13  
WILLIAMS, JOHN, Dinas, Llanestyn, Carnarvonshire,  
Labourer Portmadoc and Blaenau Festiniog  
Pet June 11 Ord June 12  
WILLIAMS, MORRIS, Llanystumdwy, Carnarvonshire,  
Farmer Portmadoc and Blaenau Festiniog Pet  
June 11 Ord June 11  
WOOD, CHARLES, Weston super Mare, Baker Bridg-  
water Pet June 11 Ord June 12

The following amended notice is substituted for that  
published in the London Gazette of June 13.

STIMPSON, WILLIAM RUSSELL, and GEORGE STIMPSON,



Denver, Norfolk, Farmers King's Lynn Pet  
June 11 Ord June 11

### SALES OF ENSUING WEEK.

June 22.—Messrs. FULLER & FULLER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments and Leasehold Ground-Rents (see advertisement, June 7, p. 16).  
June 23.—Messrs. WHITE & SONS, at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, this week, p. 576).  
June 24.—Messrs. BRAL, SON, & CHARTRES, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 7, p. 17).  
June 24.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, E.C., at 2 o'clock, Freehold and Copyhold Properties (see advertisement, June 14, p. 4).  
June 24.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisements, June 7, pp. 8, 9).  
June 24.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, E.C., at 1 o'clock, a Town Mansion (see advertisement, June 7, p. 15).  
June 25.—Messrs. EDWIN FOX & FOUSEFIELD, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisements, June 7, p. 13).  
June 25.—Messrs. NORTON, TAIT, & GILBERT, at the Mart, E.C., Freehold and Leasehold Investments (see advertisements, June 7, p. 13).  
June 25.—Messrs. ROGERS, CHAPMAN, & THOMAS, at 78, Eaton-square, Belgrave, Household Furniture (see advertisement, June 7, p. 15).  
June 26.—Messrs. DANIEL WAYNEY & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, this week, p. 577).  
June 26.—Messrs. FAYBROTHER, ELIAS, CLARK, & Co., at the Mart, E.C., Freehold Estate and Freehold Ground-rents (see advertisement, June 7, p. 3).  
June 26.—Messrs. J. LINES & BURCHELL, at the Mart, E.C., at 19 o'clock, Residential and Sporting Estate (see advertisement, this week, p. 578).  
June 27.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Residence and Grounds (see advertisement, this week, p. 578).  
June 27.—D. J. CHARTRES, Esq., at the Mart, E.C., Freehold Residential and Building Estate (see advertisement, June 14, p. 4).  
June 27.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisements, June 7, p. 9).

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

COLAM.—June 17, at Croydon, the wife of Robert F. Colam, of the Middle Temple, barrister, of a daughter.

HUNTER.—June 14, at Campden-hill-gardens, Kensington, W., the wife of Charles S. Hunter, barrister-at-law, of a son.

#### MARRIAGES.

BOSTOCK—COWIE.—June 12, at Surbiton, Howitt Bostock, of Epsom, barrister-at-law, to Lizzie Jean McCombie, third daughter of the late Hugh Cowie, Q.C., J.P., of Wimbledon.

LYLE—GIBBONS.—June 14, at South Lyncombe, Bath, Horatio Peers Lyle, of Bath, solicitor and notary public, to Mary Jacquetta, only surviving daughter of the late Thomas Gibbons, Esq., of Bath.

#### DEATH.

FLINTOFF.—June 12, at St. Leonard's on Sea, F. P. Flintoff, son of the late Owen Flintoff, Trin. Coll., Camb., barrister-at-law, Justice of Sierra Leone, aged 50.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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**MESSRS. EDWIN FOX & BOUSFIELD,**  
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**WALTON and WEYBRIDGE GAS COMPANY.**—30 £10 A Shares, fully paid, dividend 7 per cent.  
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The New River, unquestionably the choicest home investment of this or any other age.

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**Lot 1.**—A Freehold Estate, comprising a 10th part of a King's Share in the New River. Last year's income ... £91 13 4

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**Lots 3 to 12.** 16 to 27, 31 to 42, and 46 to 57 inclusive will each comprise a similar Freehold Estate. Last year's income ... 996 13 4

**Lot 13.**—A valuable Freehold Estate, comprising a one-twentieth part of a King's Share in the New River. Last year's income ... 150 0 0

**Lot 14.**—A similar Freehold Estate, ditto ... 120 0 0

**Lots 15, 28 to 30, 43 to 45, and 52 to 59** will each comprise a similar Freehold Estate. Last year's income £150 on each lot, making together ... 1,300 0 0

**Lot 61.**—At a low reserve.—A highly important Freehold Estate, comprising one-half of a share in the Adventurer's moiety in the New River, income for one year ending Christmas last ... 1,300 0 0

**Lot 62.**—A £100 New Share, fully paid, in the New River. Last year's income ... 12 2 6

**Lot 63.**—A similar share, ditto ... 12 2 6

**Lots 64 to 76** will each comprise a similar share. Last year's income on each lot £12 2s. 6d., making together ... 157 12 6

The only difference between the King's and Adventurer's Shares is that the holders of the former are relieved from administrative duties, which the latter perform for moderate attendance fees.

Particulars of the vendor's Solicitors, Messrs. Walfords, 57, Belton-street, Piccadilly, W.; Francis Howe, Esq., 4, Abchurch-lane, E.C.; Messrs. Hobbs, Cammell, Kenna, & Pothecary, Gresham-house, Old Broad-street, E.C.; and of Messrs. Edwin Fox & Bousfield, No. 99, Gresham-street, Bank, E.C.

York-buildings Waterworks. Annuity of £7,000, payable by the New River, until 1911, affording an investment which, for simplicity, regularity, and security, cannot be surpassed.

**MESSRS. EDWIN FOX & BOUSFIELD** will **SELL**, at the **MART**, on **WEDNESDAY, JULY 2nd**, at **TWO o'clock**, exceptionally secure and valuable **INVESTMENTS**, comprising an annuity of £7,000, guaranteed by the New River Company, in Four Lots, as under, the buyer of each lot to have the privilege of taking the next lot at a like price with out competition:—

**Lot 1.**—An Annuity of £500 secured by the covenant of the New River Company for the remainder of a term of years ending Midsummer, 1911, payable half-yearly at Lady Day and Michaelmas.

**Lot 2.**—A similar annuity of £500.

**Lot 3.**—A similar annuity of £500.

**Lot 4.**—A similar annuity of £500.

The above annuity of £2,000 was, by a deed dated in the year 1818, covenanted to be paid by the New River Company to the Lessee Proprietors of the York-buildings Company, on the business of that Corporation, which was then conducted at the bottom of Villiers-street, in the Strand, being acquired by the New River.

Particulars of Francis Howe, Esq., Solicitor, 4, Abchurch-lane, E.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-st., Bank, E.C.

**STIMSON'S LIST of PROPERTIES** for **SALE** for the present month contains 2,000 invest- ment and leasehold freehold properties, including without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. Stimson, Auctioneer, Surveyor and Valuer, 1, New Kent-road, S.E.

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Freehold Investments, producing £210 per annum, and choice suburban building plots.

**MESSRS. BAKER & SONS** will **SELL** by **AUCTION**, at the **MART, E.C.**, on **FRIDAY, JUNE 27**, at **TWO**, the **TWO** exceptionally well-built **FREEHOLD detached RESIDENCES**, on the Oakleigh-park Estate, known as Drumm's and Chelwood, close to Oakleigh-park Station, of Great Northern Railway, each containing three reception, 10 bed rooms, domestic offices, and stabling, with good gardens, both let on repairing leases to high-class tenants, at rentals of £180 per annum and £115 per annum respectively, and offering excellent and secure investments to trustees and others. Also 67 choice suburban building plots, pleasantly situated, adjoining the above, on high ground, commanding grand views, with good frontages to Oakleigh-park-road north, Oakleigh-park-road south, and All Saints'-road, offering unusually eligible sites for good class detached and semi-detached villas of a similar character to those already erected on this favourite estate, and the whole of which are occupied.

Particulars of Messrs. Digby & Liddle, Solicitors, 1, Circus-place, Finsbury-circus, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

#### NEAR SOUTHGATE, MIDDLESEX.

The charming Freehold Residential Estate, known as Oakhill, East Barnes, about a mile from Oakleigh Park and New Barnes Stations of Great Northern Railway, and half an hour from Broad-street, comprising a commodious modern family residence, beautifully placed on the slope of a hill fronting on the main road from Palmer's-green to Potter's-bar, approached by an entrance lodge with carriage drive, and containing four reception rooms, 14 bed and dressing rooms, ample domestic and out offices with prettily-landed pleasure grounds, gardens, tennis lawns, orchards, walled-in kitchen garden, capital stabling, farmery, and park-like meadows, woods, and wilderness, the whole containing 5½ acres in a ring fence, and undoubtedly forming one of the most perfect gentlemen's seats to be met with in this favourite suburb of London.

**MESSRS. BAKER & SONS** (in conjunction with Mr. DAVID J. CHATTELL) will **SELL** by **AUCTION**, at the **MART, E.C.**, on **FRIDAY, JUNE 27**, at **TWO**, by direction of the owner and occupier, T. B. Billard, Esq., the above highly attractive **FREEHOLD RESIDENCE** and **GROUNDS**.

Particulars of Messrs. Woodard, Hood, & Wells, Solicitors, 6, Billiter-street, E.C.; or of Mr. David J. Chattell, Auctioneer, 134, Lincoln's-in-fields, W.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

#### WEST HAMPSTEAD, N.W.

Freehold Ground-rents of the highest class, secured upon large detached residences in one of the best positions.

**MESSRS. PHILIP D. TUCKETT & CO.** are instructed to **SELL** by **AUCTION**, at the **MART, Tokenhouse-yard, E.C.**, on **TUESDAY, JULY 1st**, at **ONE o'clock**, in Seven Lots, **SEVEN FREEHOLD GROUND-RENTS**, amounting to £161 per annum, very amply secured upon seven superior detached residences, with large gardens, situate in the best part of West-end-lane and in Grove-road, some of the choicest and most convenient positions in the Hampstead district, the rental values of which are believed to amount to about £1,500 per annum.

Particulars of Messrs. A. F. & R. W. Tweedie, Solicitors, No. 6, Lincoln's-in-fields, W.C.; or of Messrs. Philip D. Tuckett & Co., Land Agents, Surveyors, &c., 10a, Old Broad-street, E.C.

#### WEST SURREY, GODALMING.

One hour from London.—Desirable Freehold Estate of nearly 150 acres, about two miles distant from the town and two railway stations, and ½ miles from the county town of Guildford.—To be **SOLD** by **AUCTION**, by

**MESSRS. WHITE & SONS**, at the **AUCTION MART, London**, on **MONDAY, JUNE 23rd**, 1890, at **TWO o'clock** (unless previously sold by private contract, of which notice will be given).

The Property, which occupies an elevated position commanding fine views, is a very desirable site for the erection of a superlative residence. The area of the land is to the south, and a well-timbered wood of about 25 acres, which forms a part of it and shelters the remainder from the east and north winds, is a very ornamental feature.

There is a cottage suitable for the occupation of a bailiff, and farm steading, with barn, stabling, fattening stalls, and other necessary buildings. It will, in the first instance, be offered as an entirety, then, if unsold, it will be immediately submitted in Three Lots, ranging in area from 60 to 37 acres, each having good building sites.

Particulars, with plans, may be obtained at the principal inns in the neighbouring towns; at Carpenter's-hall, London-wall, E.C.; at the place of sale; of George Hensman, Esq., Solicitor, 25, College-hill, London, E.C.; and of Messrs. White & Sons, Land Agents and Auctioneers, 15, High-street, Dorking, and (on Fridays) at Leatherhead.

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Near Reas, Herefordshire, on the banks of the Wye, containing about 821 acres.

**MESSRS. DRIVER & CO.** will **OFFER** to **AUCTION**, at the **MART, Tokenhouse-yard, London**, on **THURSDAY, 10th JULY**, at **TWO o'clock** precisely, by direction of Sir C. Robt. Lighton, Bart., the very attractive **RESIDENTIAL PROPERTY**, known as Brockhampton Court, about seven miles from Ross and two from Fawley Station. It comprises a substantial stone-built residence of good elevation, well placed on rising ground, with extensive and well-landed pleasure grounds, lawns, and gardens, and keepers' and other cottages. The land, about 814 acres, comprises rich pasture, productive arable, and orchard, all in good cultivation, and woodland, the woodland comprising some well-stored coppice and about 14 acres of healthy larch plantations, and the farmhouses, buildings, and cottages are good and amply sufficient. The whole estate producing (with the estimated rental value of the mansion, grounds, woodlands, shooting, and fishing) about £1,170 a year. The estate is undulated, and overlooks the windings of the River Wye, in which is salmon and other fishing, and the property has a frontage thereto of about one mile. There are the remains of a Roman camp on the estate, from which are fine panoramic views over the surrounding country and the River Wye.

Particulars of Messrs. Geddes, Kirby, or Millett, Solicitors, 1, Old Palace-yard, Westminster; of Mr. E. E. Edwards, Payne Oakes, Hereford; and of Messrs. Driver & Co., 4, Whitehall, London.

#### REIGATE, HORLEY, and HORSHAM.

Re Samuel Reife, Esq., deceased.—By direction of the Devisers in Trust for Sale.—Important sale of valuable Freehold—ground Rents, amounting to £81 6s. 6d. per annum, most amply secured on first-class residential property, situate on Reigate-hill and the immediate neighbourhood, and business premises in the leading thoroughfares of Reigate, with, in some instances, reversion to the largely augmented rack rentals in 50 years, at present estimated at £5,000 per annum; also 30 fine freehold residences, villas, and cottages in the choicest positions of Reigate, together with freehold accommodation land, principally let on lease and producing about £1,100 per annum; also an enjoyable freehold residence, known as Dardana, situate in Wray Park-road, Reigate, with stabling and garden, with immediate possession; and also about 40 acres of very valuable freehold building land, including the well-known cricketfield on Reigate-hill, delightfully situate in elevated positions, commanding grand views of Box-hill, Leith-hill, and the Surrey Downs, close to Reigate Station, and ripe for speedy and profitable development; also a copyhold residence at Mason's Farm, Reigate, and a small rent charge, issuing out of land in the parish of Horsham, Reigate Waterworks shares gas stock, &c.

**WEATHERALL & GREEN** (in conjunction with CHINNOCK, GALSWORDTHY, & CHINNOCK) will **SELL** by **AUCTION**, at the **MART**, on **WEDNESDAY, JULY 23rd**, and **FRIDAY, JULY 25th**, at **TWO o'clock** each day, in numerous Lots, the above valuable **FREEHOLD GROUND-RENTS** and **PROPERTIES**.

Particulars may be obtained at the Mart; of George Carter Morrison, Esq., Solicitor, Reigate, and 94, Cannon-street, E.C.; of Messrs. Parker, Garrett, & Parker, Solicitors, St. Michael's-alley, E.C.; of Messrs. Chinnock, Galsworthy, & Chinnock, Auctioneers, 11, Waterloo-place, S.W.; and of Weatherall & Green, Surveyors, Land Agents, and Auctioneers, 27, Chancery-lane, W.C.

#### NUTFIELD, SURREY.

Important Freehold Residential and Sporting Estate known as Henshaw, situate in a beautiful residential district at South Nutfield, about one mile from Nutfield Station on the South-Eastern Railway, comprising a charming old-fashioned residence with farm of about 104½ acres, also two cottages and several enclosures of undulating park-like land, well-timbered and commanding extensive views, the whole being ripe for building purposes, having extensive frontages to the road leading from Nutfield to Outwood and surrounded by important residential properties, the whole containing an area of 132a. 2r. 13p.

**MESSRS. JOHN LEES & BURCHELL** are instructed by the Trustees of the late Richard Hale, Esq., to **SELL** by **AUCTION**, at the **MART, London, E.C.**, on **THURSDAY, 26th JUNE, 1890**, at **TWELVE** for **ONE o'clock**, in Six Lots, the above charming **ESTATE**.

Particulars may be obtained of G. Carter Morrison, Esq., Solicitor, Reigate; Morrison's 94, Cannon-street, E.C.; W. Perry Morrison, Esq., Solicitor, Redhill; and of Messrs. John Lees & Burchell, Reigate, and 17, Wool Exchange, E.C.

**SURREY.**—For **SALE**, a most desirable **RESIDENTIAL and SPORTING ESTATE** of about 630 acres, in a ring fence, within 30 miles of London, 2½ miles from Guildford. The modern-built mansion is in an undulating park, about the centre of the estate, and contains noble hall, four reception rooms, billiard room, 17 principal bed rooms, besides servants' rooms, &c. There are extensive gardens and forcing houses, excellent stabling, coach-houses, and cottages for coachmen and gardeners. Also a superior farmhouse and most complete range of buildings for agricultural purposes, and 12 cottages for labourers. The land is all in hand, and is a high state of cultivation. Excellent shooting.

Particulars, with maps, plans, and orders to view, can be obtained of Mr. J. J. Tourle, Solicitor, 33, Theobald's-road, Bedford-row, Holborn, W.C.